

DUTIES/ FUNCTIONS OF ARCHITECT AND STAGES OF PAYMENT

The Architect shall render the following services in connection with Bank's proposed work atBranch.

- a) Taking the employer's instructions, studying the requirements, visiting the site, preparing sketch designs which shall be in accordance with local governing codes / standards, regulations, etc. and also in line with the Bank's Guidelines (including carrying out necessary revisions till the sketch designs are finally approved by the employer), preparing cost estimates for Interior Decoration/furnishing and repair work based on the prevailing market rates substantiated by rate analysis for major/unusual items. (Proposals for Interior Decoration/furnishing work shall be simple but elegant, consistent with functional and aesthetic requirements and shall avoid lavish and ostentatious expenditure), discussing with the employer for finalization of estimates and preparing report on the scheme to enable the employer to take a final decision on the sketch designs and estimates.
- b) Submitting a proper program chart incorporating all the activities required for the completion of the proposed work well in time. The program should also include various stages of services to be done by the Architects in co-ordination with the Bank.
- c) Submitting required drawings to the Municipality and other local authorities and obtaining their approval wherever required.
- d) Preparing detailed working drawings, structural calculations and structural drawings, layout drawings for furniture, cabins, water supply and drainage, electrical installations, telephone installations, lift installations, music system, fire detection system, air-conditioning units installation, security systems, etc. and preparing detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities.
- e) Preparing detailed tender documents for various trades and specialist services, etc.. Complete with articles of agreement, special conditions, conditions of contract, specifications, bill of quantities including detailed analysis of rates based on market rates, time and progress charts, etc.
- f) Inviting tenders for all trades and submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractor. (All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not. When conditions are not susceptible to evaluation, the alternative procedure of calling all the tenderers for negotiation and asking them to submit a final bid based on the terms and conditions acceptable to the Employer may be adopted.)
- g) Preparing for the use of the employer, the contractor and site staff, 4 copies of contract documents for all trades including all drawings, specifications and their

particulars.

- h) Preparing such further details and drawings as are necessary for proper execution of the work.
- i) Assuming full responsibility for supervision and proper execution of all work by general and specialist contractors who are engaged from time to time including control over quantities during the execution to restrict variation, if any, to the minimum.
- j) Architect shall not authorize any deviations or substitutions in the work without working out the financial implication, if any, to the Contractor and without obtaining prior approval of the employer.
- k) Assisting the employer in appointing a full time / temporary site Engineer / Consultant for supervision of construction, interior furnishing and guiding the site Engineer/ Consultant as required.
- l) Checking measurements of work at site. Checking Contractor's bills, issuing periodical certificates for payments, and passing and certifying accounts, so as to enable the employer to make payments to the Contractors and adjustments of all accounts between the Contractors and the employer. Architect shall assume full responsibility for all measurements certified by them. A recommended certification proforma for the purpose is given below :

"Certified that the various items of work claimed in this running bill/ final bill by the Contractors have been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully confirming to the standard / prescribed specifications and hence the bill is recommended for payment of Rs.....(Rupees)"
- m) Obtaining approval of Municipality and such other authority for the work completed wherever required and assisting in obtaining refund of deposit, if any, made by the employer to the Municipality or any such other authority.
- n) Preparing, on completion of the work, a brief report on the project and submitting 2 copies of the same along with important drawings of the project for the records of the employer.
- o) The Architect shall be wholly and solely responsible for the successful completion of the work in all respects consistent with safety and structural stability from the inception upto the handing over for occupation to the employer.
- p) The Architect shall assist the Bank in all arbitration proceedings between the contractor and the employer and also defend the Employer in such proceedings.
- q) Any other services connected with the work usually and normally rendered by the Architect, but not referred to herein above.

STAGES OF PAYMENT -The Architect shall be paid the fee as per the stages mentioned hereunder. However, the cost of the items such as fans/light fittings, security equipment like strong room doors/ventilators, air-conditioning machinery, lifts, etc. which may be purchased by the Bank directly from the suppliers will not be considered for payment of Architect's fee.

(a)	After approval of sketch designs and Preliminary cost estimates.	10% of the fee based on agreed estimated cost .
(b)	Preparation of necessary drawings and obtaining sanction of the Municipal and other concerned authorities wherever applicable and submission of price schedule of quantities and detailed estimates with rate analysis.	25% of the fee based on agreed estimated cost, less payments made earlier.
(c)	Preparation of detailed tender documents, detailed working drawings, inviting tenders and submitting report/recommendations on the tenders received for award of the job.	50% of the fee based on the tender amount, less payments made earlier.
(d)	Supervising interior/furnishing work, certifying Contractors' bills till the work are completed and submission of final certificate and obtaining completion certificates from Municipal and any other authorities wherever applicable.	95% of the fee based on the value of work executed; less payments made earlier.
(e)	Submission of "as made" important drawings to the employer as specified.	100% of the fees based on the value of work, less payments made earlier.

Arbitration: If any dispute, differences or question shall at any times arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of the Agreement or as to the rights, liabilities and duties of the parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer is final and binding, the same shall be referred to arbitration and final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "Notice for Arbitration" clearly setting out the items of dispute) to a sole arbitrator who shall be appointed as hereinafter provided. For this purpose of appointing the sole arbitrator referred to above, the Employer shall send to the Architects within thirty days of the "Notice of Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Architects.

The Architects shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Architects fail to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the sole arbitrator from the panel notified to the Architects.

If the Employer fails to send to the Architect the panel of three names as aforesaid within the period specified, the Architects shall send to the Employer a panel of three names of

persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select any of the persons and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Arbitrator within 30 days of the receipt of the panel and inform the Architect accordingly, the Architects shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed. The arbitration shall be governed by the Arbitration & Conciliation Ordinance 1996 as in force from time to time. The award of the Arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be reasoned award. The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties.

The cost of the arbitration including the fees if any, of the Arbitrator shall be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator in the award. The Employer and the Architects also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

The Arbitrator or Arbitrators or Umpire, as the case may be, will be Fellows of the Indian Institute of Architects or Fellow of Institute of Engineers (India). The award of the Arbitrator(s) or Umpires, as the case may be, shall be final and binding upon the parties to the Arbitration.

Professional Liability Insurance Clause: -The Architect shall obtain an insurance policy covering Professional Liability Risk to the extent of Rs _ and endorse such policy in Bank's favour and / or otherwise make the claim of any under the policy payable directly to the Bank by the Insurance Company till the completion of the project. All disputes arising out of the or in connection with the agreement shall deemed to have arisen in the city where project is being executed & only the said courts in the city shall have the jurisdiction to determine the same.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands hereto and on a duplicate hereof at the place and on the day, month and year hereinabove first mentioned.

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE BANK OF INDIA

BY SHRI.....

IT'S DULY CONSTITUTED ATTORNEY IN THE PESENCE OF
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SIGNED AND DELIVERED
FOR AND ON BEHALF OF THE ARCHITECT & PROPRIETOR

IN THE PESENCE OF.....