

**AGREEMENT BETWEEN
INTERNATIONAL MANAGEMENT INSTITUTE NEW DELHI (IMI DELHI)
AND**

-----CONSULTANTS

This deed of Agreement made on --day of Month 2016 between INTERNATIONAL MANAGEMENT INSTITUTE NEW DELHI (IMI DELHI) B-10 Tara Crescent, Qutab Institutional Area New Delhi-110016 (hereinafter called Client) and **Consultants** --

Carrying on business as CONSULTING/ARCHITECTS AND ENGINEERS under and style (hereinafter called Consultant- Architect) of the second part which expression shall, unless repugnant to the context of meaning thereof include the PARTNERS of the said firm for the time being, the Survivor of them and their respective Heirs, executors, administrators and assigns of the other part.

WHEREAS THE CLIENT intends to carry Modernization /Up gradation of various units like `Like New Class rooms and renovation of existing class rooms, augmentation of rooms at hostels, Modification of Cook house, augmentation of dining area, and comprehensive repairs to wash rooms and drainage of the campus.".(Hereinafter called the "SAID WORK").

AND WHEREAS THE ARCHITECTS have agreed to design & render Consultancy for the SAID WORK on the terms and conditions hereinafter agreed upon as follows:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) Preparation of Plan including site survey
- b) Preparation of Architectural, Structural, Mechanical and Electrical Drawings, Estimates and Tender Documents etc.
- c) Interior Architectural Works including estimates, tender documents etc.

1. FEES AND REIMBURSEMENT:

The EMPLOYER AGREES TO PAY to the ARCHITECTS as remuneration for the professional services to be rendered by the ARCHITECTS in relation to the SAID WORKS and in particular for the services hereinafter mentioned, fees as stipulated in Article 3 here of the same Fees being hereinafter called the FEES.

2. SCOPE OF WORKS:

The Consultant shall faithfully, expeditiously, economically and honestly perform the following services:

General :. Taking instructions of IMI DELHI and preparation of design brief.

1. The Building design is to be based upon Green Building Planning on laid down criteria for certification from IGBC
2. To conduct survey and impact of existing and / or proposed development on its immediate environs.
3. Preparation and submission of detailed Plan of area under Modernization/Renovation for obtaining necessary approvals from client and statutory bodies wherever required including preparation, submission of, photograph and other documents required in connection with approval from client and statutory bodies wherever required.
4. Preparation and submission of detailed Architectural Drawings, Designs and specifications for structure suitable for construction and releasing to site for getting necessary approval from client wherever required.
5. Preparation and submission of detailed Structural Designs (Based on relevant IS Codes) drawings, check and approve fabrication and erection drawings provided by the executing agency.
6. Preparation of designs, drawings, and documents pertaining to external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for water and sewerage, water supply, internal roads, streets lighting, telephone system, sub stations, switch yard and other related schemes, landscaping, horticulture, paths, boundary walls and any other specialized extra services as per project requirement suitable for construction and release to site for getting necessary approval for client.
7. Preparation and submission of detailed designs, drawings and document for all internal utility services like plumbing, fire fighting, electrification, fire detection, as per project requirement suitable for construction and release to site for getting necessary approval for client.
8. Preparation and submission of detailed designs, drawings and document for all internal architectural work.
9. Preparation and submission of detailed Kitchen, Gas Manifold,
10. Assist client in Bid Process Management.
11. Suggestions regarding shifting of existing utility services.
12. Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates and tender document for all works. The consultant will provide market rate justification in case of non schedule items.
13. Any other service which is related to the said work

3. SCHEDULE OF SERVICES

A Preparation of layout plan and concept plans

- 3.1** a) Take Clients instructions regarding requirements of project as a whole. And prepare Pre-design report.
b) Prepare layout plan, conceptual plans with reference to requirement given and prepare approximate estimate of cost by area basis.
- 3.2** Modified conceptual plans specifications incorporating required suggestions/changes and prepare preliminary drawings and designs for Clients approval along with revised preliminary estimate of cost.
- 3.3** a) Prepare drawings necessary for submission to statutory bodies for sanction and advice on formalities where ever required.

B Upon Client's/statutory approval necessary for commencement of construction/working drawings. Ensure compliance with codes, standards, legislations as applicable

B Detailed Working Drawings & Estimates Stage:

3.4 TENDER DRAWINGS STAGE:

- 3.4.1 Prepare basic working drawings and details for all aspects of work referred under the Clause '**Scope of Work**' including architectural, structural, plumbing, sanitary, electrical communication system, detailed specifications sufficient for preparation of item-wise detailed Estimate of cost.
- 3.4.2 Prepare basic working drawings for external services site development, roads, pathways, compound wall and landscape works. Prepare tender documents/drawings, quality control procedures on material and works as per requirement of client.

3.5 DETAILED ESTIMATE OF COST:

- a) Prepare detailed Estimates of cost supported by detailed measurement sheets, calculations and abstract of quantities and cost based on current CPWD schedule of rates. In the absence of rate in CPWD SOR rate shall be arrived at by actual analysis as applicable to the locality and obtaining the approval of the employer for the same with quotation.
- b) Preparation of Tender documents for invitations of Tenders and Tender drawings for issue to Tenderers.

3.6 WORKING DRAWINGS STAGE:

- a) Preparation of detailed working drawings for all aspects of Architectural works.
- b) Preparation of detailed working drawings for all aspects of Structural works.
- c) Preparation of detailed working drawings for all aspects of Sanitary, Drainage and Water Supply works.
- d) Preparation of detailed working drawings for all aspects of Electrical Works.
- e) Preparation of detailed drawings for Interior Architectural works
- f) Prepare necessary drawings for ventilation/air-conditioning, (as required)
- g) Prepare/ revise all specific working details, specification etc. as required by the client during construction.

C Construction stage

- a) Visit the site of work at intervals once a week on mutually agreed day to inspect the construction works and where necessary to clarify and doubts or interpretation of drawing/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract. The Architect will record his observations about the work in a register maintained at the site and render advice on actions if required.
- b) Preparation and submission of completion reports and drawings for the project as required and with the assistance of Employer's Engineers.
- c) Advising Employer on exercising cost control and economy measures to ensure that the approved estimates are not exceeded.
- d) Advice client on timely completion of work by planning the work schedule.

On completion of works, Architects will prepare and submit two sets of As-built drawings and one set on CD of the building and services.

4. PROFESSIONAL FEES PAYABLE

4.01 In consideration of the professional services rendered by the Consultant, they shall be paid FIXED professional fee for the Entire works. The fee is Rs _____ (in Words _____)

4.02 Any tax levied by law, such as Service tax, etc. contingent to professional services rendered by the Consultant, shall be payable by the IMI –Delhi over and above the gross fees charged by the Consultant in 4.01 above in relation to the services provided.

5. SCHEDULE OF PAYMENT

The Consultant shall be paid professional fee in the following stages:

DESCRIPTION OF SERVICES	CONSULTANCY FEES
PART I	
ON PREPARATION AND APPROVAL OF ENTIRE CONCEPT PLAN INCLUDING SITE SURVEYS	
a) On submission of Concept plan and approval of the Plan	10% of the total fee
b) PART II	
c) ON PREPARATION OF ARCHITECTURAL, STRUCTURAL, PHE, ELECTRIFICATION, MECHANICAL, OTHER HEALTH INFRASTRUCTURAL WORK, CAMPUS AND EXTERNAL DEVELOPMENT WORK INCLUDING PREPARATION OF ESTIMATES, BILL OF QUANTITIES AND TENDER DOCUMENTS	
d) On Submission of PPR (Preliminary Project Report) comprising of area programs, concept designs and preliminary cost estimates of project	15% of the Total Fees Payable
On submission of DPR (Detailed Project Report) comprising of Bill of quantities, specifications, estimate, tender drawings & project Report	30% of the Total Fees Payable
On preparation of Tender documents, conditions of contract, advising Client on appointment of Contractor for inviting, receiving and analyzing tenders, award of work	10% of the Total Fees Payable
On submission of working drawings and details required for commencement of different works at site in five equal parts as follows :	25% of the Total Fees Payable
1) On completion of 20% works at site	5% of the Total Fees Payable
2) On completion of 40% works at site	5% of the Total Fees Payable
3) On completion of 60% works at site	5% of the Total Fees Payable
4) On completion of 80% works at site	5% of the Total Fees Payable

5) On completion of the project	5% of the Total Fees Payable
Part IV	
After submission of As Built drawings and approval if required from Statutory bodies	Balance 10%

6. CLIENT'S RESPONSIBILITIES:

The following shall be the responsibilities of the client:

- 6.1 Provide detailed requirement of the project.
- 6.2 To honor consultants bill within 2 weeks of its submission.
- 6.3 Make payment to the vetting institute, if required. The Institute shall be decided mutually.

7. TIME SCHEDULE

The time schedule shall be as follows unless otherwise specifically instructed by the client:

S. no.	Item	Duration
7.1	Preparation of Concept plan	2 weeks (from date of order)
7.2	Preparation of PPR	2 weeks after 7.1 (approval)
7.3	Preparation of statutory Drawings if required	3 weeks after 7.2 (approval)
7.4	Preparation of DPR :Tender Drawings/ BOQ/TS by BMSICL	3 weeks after 7.2
7.5	Working Drawings	8 weeks in phased manner so as to ensure that the work is not affected

8. BUILDING SUB-COMMITTEE:

- 8.1 A Project Sub-Committee consisting of Representatives of Client and Consultant- Architects may, if necessary, be constituted for co-ordination.

- 8.2 The Consultant-Architects would be required to participate in the meetings as necessary at New Delhi during important construction stage.

9. EXECUTION OF THE ASSIGNMENT:

- 9.1 The Consultant shall keep IMI Delhi informed about the progress of work in his office.
- 9.2 The consultant shall appoint specialized consultants, if necessary.
- 9.3 The Consultant shall be responsible for the direction and integration of the specialized consultant's work. The specialized consultants however shall be fully responsible for the calculations, the detailed design and evaluation of the work entrusted to them. The consultants shall, if requested, make available the design calculations.
- 9.4 All the stages of work shall be completed by the consultant-Architects and the necessary approval given by the clients according to the time schedule mutually agreed upon.
- 9.5 In the event of Consultant- Architects firm closing its business, the client shall have the power to employ any other agency to complete the work and all due payments shall be forfeited with penalty of blacklisting of the consultant.
- 9.6 In the event of reduction of the scope of construction after approval of the work done by the Architects at any stage mentioned in clause 5 above, the Architects shall be entitled to the appropriate percentage due up to the relevant stage on the value of the portion of the work that is abandoned in addition to the percentage due on actual cost of work completed.
- 9.7 The Consultant-Architects shall prepare drawings, designs, outline specifications and estimates of cost by cubic measurements or on areas basis on schedule of rates of the CPWD, SOR (DSR) or arrived at by actual analysis.
- 9.8 The Consultant- Architects shall assume full responsibility for the design and specifications for items described in the scope of work. The clients will have full access to the details of the calculations and the designs for purpose of scrutiny for satisfying themselves as to their correctness. The Structural/services consultants of the Consultant-Architects will render all possible help for the above scrutiny.
- 9.9 The Consultant-Architects shall supply to the client free of cost:
(A) Three sets of complete detailed drawing (On appropriate size) for architectural, Structural, Public Health, Electrical, Mechanical,

Fabrication, Erection and all services and works (Good for construction drawing) based on the approved drawings including incorporating, Modifications/Revisions if any.

(B) Three sets of detailed estimate and rate analysis of all the works.

(C) Three sets of detailed design calculations.

Adequate number of additional design, drawings and other documents needed for proper execution of work.

(D) Two sets of as built drawing.

(E) In addition the consultant shall give soft copies in Auto Cad of all the above documents for client reference and record.

9.10 The Consultant-Architects shall not make any deviation, alternation or omission from the approved drawings, involving financial implication without prior consent of client.

9.11 The Consultant-Architects shall make necessary revisions as may be required in the drawings and other documents submitted by him at the draft stage.

10.12 If required, change shall be made in approved drawings and specifications at site with the consent of the Architect.

10.13 The client shall have the liberty to postpone or not to execute any work and the Architect shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Architect up to the stage of services already submitted.

10.0 TERMINATION:

10.1 Termination for defaults

10.1.1 The client may without prejudice to any other remedy for breach of agreement, by written notice of default sent to the consultants, terminate the agreement in whole or in part:

a) If the consultant fails to deliver any or all of the services within the time period(s) specified in the agreement or any extension thereof granted by the client in writing.

b) If the consultant fails to perform any other obligations under the agreement, or

c) If the consultant fails in either of the above circumstances, do not cure its failure within a period of thirty (30) days after receipt of

the default notice from the client or any such extensions allowed from time to time, under the circumstances that appear reasonable until a conclusion is arrived at that the consultant has abandoned the project which connotation shall be construed mean a defined under the prevalent contract laws.

- d) If the consultant refuses to accept and perform the Task given by the client.
- e) In the event of the failure on the part of the consultant to complete his work or the clients to give their approval and/ or make payments within the time specified in the time schedule or in the event of either of the parties committing a breach of any one or more of the terms and conditions of the agreements, the aggrieved party shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 30 days. No payment except those which have already been made or which may become payable against the works already submitted as on the date of notice.

10.2 In the event, the owner terminate the agreement in whole or in part, pursuant to Para 10.1.1 client may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, with all payments due to the consultant up to that stage shall be liable to be forfeited and the client shall be at liberty to claim excess cost of such services, cost escalation and any other resulting damages by means of appropriate civil actions. However, the consultant shall continue performance of the agreement if not terminated.

10.3 **Termination for insolvency:**

10.3.1 The client may at any time terminate the agreement by giving written notice to the consultant without compensation to the consultant, if the consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

10.4 The agreement shall be governed by the Indian laws in force from time to time and the courts at Patna shall alone have exclusive

jurisdiction to entertain and try any or all matters arising out of this agreement.

10.5 Any dispute or differences in connection with the agreement shall be, to the extent possible, settled amicably between the parties. If it cannot be reacted then, all dispute issues shall be settled by arbitration as proposed hereafter.

11. ARBITRATION:

All difference and disputes arising between the Client and the Consultant-Architect on any matter connected with the Agreement or in regards to the interpretation of the content thereof shall be referred to the adjudication of sole arbitrator to be nominated by the Client who shall be fellow of Indian Institute of architects and the award of the Arbitrator shall be final and binding on parties under the provision of Indian Arbitration act as per the rules there under or any statutory modification thereof for the time being in force.

Witness

Parties

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**(INTERNATIONAL
MANAGEMENT INSTITUTE NEW DELHI)**

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Consultants