

AGREEMENT

1. THIS AGREEMENT made on the day of Two thousand between The Registrar, Shivaji University, Vidyanagar, Kolhapur on behalf of Shivaji University, Kolhapur of the one part and The Architect / Engineer of the other part which expression shall, unless repugnant to the subject or context include their legal representative successors or permitted assigns represented by Architect / Engineer, Kolhapur.

2. WHEREAS The Shivaji University, Kolhapur is desirous of appointing an ARCHITECT / ENGINEER to prepare the Plans, Estimate, drawings and to supervise to their (University) satisfaction the work in connection with construction of any work and allied works at University's campus, Kolhapur.

3. WHEREAS THE ARCHITECT / ENGINEER have agreed and undertake to prepare plans, Drawings and Estimate in respect of the said project and render their services under the terms and condition hereinafter appearing.

4. Now it is hereby agreed by its and between the parties as follows :-

(a) Ar. Kolhapur appointed as Architect / Engineer for the Construction or Extension of project of Shivaji University, Kolhapur for construction of their building and allied construction e.g. main building, foundations, electrification effluent treatment and sewerages etc. and any unit or units which may be thought of and decided upon during the course of construction including development work.

(b) The Architect / Engineer hereby agree to undertake to act as an Architect / Engineer in connection with the part said project on the terms and conditions hereinafter appearing.

5. **Scope of Duties and Obligations of the Architect / Engineer**

(a) Preliminary visit and soil investigation :-

The Architect / Engineer shall make a preliminary site visit immediately after the award of the contract and shall study the site conditions and will advise the University about the types of tests and investigation required to be carried out for detailed soil investigation of the site within 15 days after signing of this Agreement, The Architect / Engineer shall also assist the University in appointing a suitable agency for conducting soil investigation, the cost of which shall be borne by the University.

(b) Site Plan :-

The Architect / Engineer shall prepare a detailed layout plan for the entire project which will be including provisions of space for future expansion

of the said project and submit the same within 15 days of signing of this agreement to the University and get plan approved from the University.

(c) Preliminary Drawings and Bill of Quantities :-

The Architect / Engineer shall prepare Preliminary plans, drawings, specifications and estimate of civil and allied works and shall obtain the clearance of the University before finalizing the same.

(d) The Architect / Engineer shall prepare and provide full and final layout and detailed drawings alongwith full Architect / Engineerural details for various buildings of project as per schedule as mutually agreed to between the Architect / Engineer and University.

(d-1) The Architect / Engineer will furnish, structural and R.C.C. Design calculation to the University and the University reserves the right to get experts opinion on the same, and if in case the experts differs from the design, details of Architect / Engineer

the University reserves the right to direct the Architect / Engineer to make suitable changes.

(e) Final Drawings and bill of Quantities :-

The Architect / Engineer shall also prepare and provide full and final structural design and bill of quantities for various buildings and foundations. Architect / Engineer shall also prepare and provide drawings and specifications for the roads, street lighting, electrification of various building system of effluent water drains and treatment scheme etc. connected and incidental to the building. All this work shall have to be completed as per time schedule as mutually agreed to between the Architect / Engineer and the University.

(f) Numbers of Prints of Drawings :-

The Architect / Engineer shall supply 10 sets of final layout and working drawings, sketches, bill of quantities and specifications etc. to the

University within one month after signing of the Agreement These 10 sets are over and above the number of pints of drawings required for submission to Government and financial institutions.

(g) Tender Document for contractors :-

The Architect / Engineer shall prepare detailed tender. Tender Document giving specifications and schedule of quantities and conditions of contract for inviting tenders from civil, electrical, sanitary effluent scheme and road contractors and shall supply required number of these tender documents to the University as per time schedule mutually agreed to between the University and Architect / Engineer. The cost of blank tender documents sold shall not be reimbursed to the Architect / Engineer. The Architect / Engineer shall assist the University in scrutinizing the above tenders, holding negotiations with the contractors and recommending to the University regarding award of contract. The Architect / Engineer shall assist the University in getting the civil and allied works executed by the concerned contractor(s), as per specifications and as per standard specifications published by Public Works Department, Maharashtra Government, latest edition.

(h) Approval of Government Authorities and financial institutions :-

The Architect / Engineer shall prepare and submit drawings and other details to the University as may be required and after getting approval from University authorities submit the same to obtain necessary timely approval of the competent authority. The Architect / Engineer shall also provide to the University, detailed estimate of the cost of project (Civil and allied), necessary drawings and other details required for submission to the financial institutions for obtaining term loans for the project. If required the Architect / Engineer shall also hold discussions with the representatives of financial institutions and provide the requisite data to them as and when required.

(i) Construction schedule:-

The Architect / Engineer shall prepare and submit a comprehensive programme of construction of civil and allied works in consultation with

University within 30 days of signing of this agreement and shall arrange for expeditious completion of the work in accordance with the programme so drawn out. The Architect / Engineer shall arrange and attend meetings required for this purpose from time to time of the representative of the above organization and shall co-ordinate the work of various contractors and any other agency directly or indirectly concerned with the civil and allied construction works.

(j) Site supervision :-

The Architect / Engineer shall supervise all the civil and allied works at site including sanitation, roads, electrification, structural and other allied works. The Architect / Engineer shall inspect and give report about the quality of materials supplied by the suppliers/contractors i.e. cement, steel, bricks, sand, wood, aggregates etc. Whether they are as per specification laid down. The Architect / Engineer shall also carry out 100 % check measurement of work at site and shall scrutinize and verify the bills of various contractors reconciling such bills with the actual work carried out at site and shall issue periodical certificate to the University for interim payments to such contractor. The Architect / Engineer shall certify the completion and final bills of the contractors. For this purpose the Architect / Engineer shall also post a competent and qualified civil engineer at the University site for a period on going work from the signing of the agreement or actual start of civil works.

(k) The Architect / Engineer shall engage at his own cost competent personal and experts for the design of R.C.C. foundation and structures steel structures, electrical installations, sewerage system etc. and such other experts as may be required by the Architect / Engineer for the design and drawing work.

(l) The Architect / Engineer shall incorporate any changes, deviations, alterations, additions and omissions etc. from the approved drawings and designs as may be desired by the University from time to time without any additional charges for this work.

(m) The Architect / Engineer shall submit a detailed requirement of steel and cement as also consumption certificate as may be required by the University from time to time.

(n) The Architect / Engineer shall provide the necessary stability certificate concerning steel structures and R.C.C. structures for the factory and other buildings including machinery foundations. The Architect / Engineer shall also certify the final building completion and shall assist the University obtaining necessary completion certificate and permission for use of building from the competent authorities as may be required. The Architect / Engineer shall furnish three sets of drawings calculations for major structures to the University.

(o) The Architect / Engineer shall supply necessary drawings and designs for the building and machinery foundations as per time schedule mutually agreed to between the University & Architect / Engineer expeditiously and shall make all efforts to ensure that the buildings and machinery foundations etc. are completed as per mutually agreed time schedules and as per the directions of the University. The Architect / Engineer shall hold meeting and discussions with the machinery suppliers and seek clarification and details required by them for design of machinery installations and shall fully co-ordinate with them in this regards as and when required.

(p) The Architect / Engineer shall issue necessary instruction in writing to his site representative and site personal of the University in connections with execution of civil work and allied works of the aforesaid project so as to be in conformity with the design and plant etc.

(q) The Architect / Engineer shall make periodical visit to the site (this site in addition to the posting of his civil engineer at site) for necessary advice and instructions to the University and to the contractors etc. so as to ensure that the intent of the drawings and designs is properly carried out. The Architect / Engineer shall submit written reports to the University on the outcome of his

observations during such regular visits to site. The Architect / Engineer shall also attend co-ordination and review meeting at site with representative of various agencies involved in the execution of the project, such review meeting shall be held after every 4/5 weeks at the University site. The Architect / Engineer shall visit the site as and when required by the University subject to a minimum fortnightly visits for two years from signing of the agreements and if any further visits are required, University shall make additional payments of the same to the Architect / Engineer as mutually agreed upon.

(r) The Architect / Engineer shall take responsibility and safety of his site personnel that may be employed by him in performing his duties on his duties on his behalf.

(s) The Architect / Engineer shall provide any other services and details connected to and incidental to the project as may be required by the University.

(t) It shall be the responsibility of the Architect / Engineer to supervise and exercise full control and ensure that the actual consumption of materials i.e. cement, iron and steel, bricks, expansion joints, corrugated asbestos/galvanized iron sheets, wood etc. are kept within the estimated consumption of each job.

(u) It is agreed to by the Architect / Engineer that any cost incurred by the University for demolishing and reconstruction of any civil work arising out of wrong design of any civil work shall be borne by the Architect / Engineer.

(u) The Architect / Engineer shall be held responsible for any loss suffered by the University within one year, arising out of any wrong design of the civil work given by the Architect / Engineer.

6. TERMINATION OF ARCHITECT / ENGINEER :-

(a) The agreement herein may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment the Architect / Engineer shall remain

liable and be responsible for due certification and approval of any bills submitted by the contractors at any time in respect of the work executed before the termination of the Architect / Engineer appointment, but shall not be entitled to additional as remuneration thereof.

(b) If the Architect / Engineer shall close their business or disclose or become incapacitated from acting as such Architect / Engineers then the agreement shall stand terminated forthwith.

(c) (i) If the Architect / Engineer shall fail to adhere to the time schedule stipulated in the schedule mutually decided and agreed upon to, or the extended time which may be granted by the University in its sole discretion.

(ii) If there be any negligence or default on the part of the Architect / Engineer to observe and perform any of the terms and conditions of this agreement, the University shall be entitled to terminate this agreement without notice and the University shall have the right to assign the work to some other Architect / Engineer on a reasonable remuneration and shall be entitled to recover from the Architect / Engineer any excess remuneration required to be paid by the University.

(d) The University shall entitled to terminate this agreement without notice in case there is any change in the constitution of the firm of the Architect / Engineer for any reason whatever.

(e) In case of termination Under Sub-clauses (a), (b), (c) or (d) the Architect / Engineer shall not be entitled to any fees or compensation except the fees payable to them for the work actually done. In such cases the decision of the University as to what is the work actually done and what is the amount of the fees due to be Architect / Engineer on the basis of actual done shall be final and binding on the Architect / Engineer.

(f) In case of the termination under sub-clause (a), (b), (c) or (d) the University may make use of all or any drawings, estimates or other documents prepared by the Architect / Engineer, after payment of the services of the Architect / Engineer for preparation of the same in full as provided herein.

7. The University will deposit statutory fees leviable by the concerned authorities for obtaining the following and or any other certificates :-

- (a) Certificate of Village-Panchayat and Municipality Corporation.
- (b) Certificate of Collector.
- (c) Certificate of fire Brigade
- (d) Certificate of Health authorities
- (e) Certificate of P.W.D.
- (f) Certificate of Electrical authorities etc.
- (g) Certificate from any such other competent authority.

As may be necessary

However to obtain the necessary permission from above said Government authorities approval or any other Government authorities to be concerned and related documents like plans proposal etc.. it will be the responsibility of the Architect / Engineer.

8. **TRANSFER OF INTEREST** :-

Neither the University nor the Architect / Engineer shall assign subject or transfer their interest in this agreement without the written consent of the other.

9. **SALE OF CHARGES** :-

The University shall pay to the Architect / Engineer as remuneration for the services to be rendered by the Architect / Engineer in relation to the said works including site visits of the Architect / Engineer and in particular for the services herein above mentioned a fee & calculated.

10. **Payment to Architect / Engineer shall be made in as following :-**

S. N.	Bill amount on completion cost of the work	Professional Fees	
		For civil Constructions	For Interior Works
1.	0.00 – Rs 5.00 lakhs	3.00 %	7.00 %
2.	More than Rs 5.00 lakhs to less than / equal to Rs 20.00 lakhs	2.50 %	5.00%
3.	More than Rs 20.00 lakhs to less than / equal to Rs 50.00 lakhs	2.00 %	4.00 %
4.	More than Rs 50.00 lakhs to less than / equal to Rs 100.00 lakhs	1.75 %	-----
5.	More than Rs 100.00 lakhs	1.50 %	-----

(Note :- To be amended by the University authority from time to time as per requirement.)

Mode of Payment :- As per actual execution of work and on payment of Contractors bill.

11. **Repetition of designs :-**

(a) For repetitive designs arising due to construction work of multiple units of the same category, the rate of fees shall stand reduced to 35% (Thirty five percent) of the fees/fees agreed for particular unit.

(b) The services to be rendered by the Architect / Engineer for repetitive designs shall include all the obligations covered under various clauses here in below.

12. **Visit for Supervision :-**

Architect / Engineer shall give visit to sites for first two years from the date of signing the agreement. Thereafter visits will be paid as mutually decided, after reviewing the progress after two years.

13. In the event of any question of dispute arising in connection with this agreement (except as to the matter the decision whereof is herein before specifically provided for) the same will be referred to the Building and works Committee and Management Council of the University whose decision will be final and binding on the all parties

14. The University reserve the right to delete one or more of the above building or services from the scope of work of the Architect / Engineer at any time during the construction of civil work without assigning any reason thereto.

For and on behalf of
The Registrar,
Shivaji University, Vidyanagar, Kolhapur.

For and on behalf of
Architect / Engineer,

Witness

1)

2)