## ARTICLES OF AGREEMENT

Memorandum of Agreement, made & Industrial Research, New Delhi, a society (hereinafter referred to as Employer) which the context, be deemed to include his successpart and M/s	sors in c havir	ed unde on shall office, re	l, unless excluded by or repugnant to epresentatives and assigns of the one ffice at
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Whereas the Employer is desirous of undertaking the structural designing of the building / project in accordance with the general requirements as set out in the enclosed conditions, and whereas the consultant has agreed to perform the services as set out in the enclosed conditions and subject to the terms and conditions set forth in the said conditions.

Now, the present witnessed and it is hereby agreed by between the parties hereto as follows:

The employer appoints the Consultant and the Consultant accepts the appointment on the terms and conditions mentioned in the conditions of the Agreement annexed hereto. The conditions of agreement annexed hereto shall form part and parcel of this present.

In witness whereof, the Employer through his duly authorized representatives has set his hand and the consultant through their duly authorized representatives have affixed their common seal hereunto the day and year first above written.

For and on behalf of consultant

M/s \_\_\_\_\_ Council of Scientific & Industrial Research

Common Seal of the Consultant

In the presence of

In the presence of

1. 2.

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## CONDITIONS OF AGREEMENT

### 1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- i. 'Approved' means approved by employer's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Employer's representative in writing as above said.
- ii. 'Employer' shall mean Director CSIR-IHBT, Palampur or any officer authorized by Director CSIR-IHBT, Palampur for the purpose.
- iii. Engineer: shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the Contract.
- iv. Consultant means M/s \_\_\_\_\_ having a registered office at \_\_\_\_\_ of their permitted assigns or successors in office and authorized representative.
- v. 'Tendered Cost' means cost at which work is awarded to consultant.
- vi. 'site' shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the contract's use.
- 2. 'Building' shall mean the proposed building of C/o Staff Quarters at CSIR-IHBT, Palampur.

### Scope of work:

# The scope of work includes the following

- (1) Providing structural design and drawings of following load bearing building
  - (a) Type V quarters =One block having 2 quarters at G.F. & 2 quarters at F.f. (architectural drawings are enclosed)
  - (b) Type IV quarters= One block having 2 quarters at G.F. & 2 quarters at F.f. (architectural drawings are enclosed)
  - (c) Type III quarters= One block having 2 quarters at G.F. & 2 quarters at F.f. (architectural drawings are enclosed)
- (2) Providing verification/structural safety certificate from govt. agency /govt. engineering college (applicable for only private consultant)

Note: The safe bearing capacity of soil may be taken as 10 Tons per sqm

## 4. Payment of renumeration:

a) The fees for the structural consultancy for the above project will remain unchanged even if the total cost of the project increases subsequently.

A lump sum fee of Rs. .....for providing structural design as per scope of work at para 3.

b) The above fee at 4 (a) is inclusive of fee payable by the consultant to any other consultant / Associate(s) and nothing extra shall be payable by the Employer for this purpose. No separate amount is payable for service tax and the same is deemed to be included in the above

fee. The consultant shall be reimbursed any other future taxes imposed by the Govt. subject to submission of proof of payment of such taxes.

(C) Mode of payment

On providing structural desings and verification/structural safety certificate=100%

#### 5. Additions and alterations:

- i) The employer shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.
- ii) However, if the employer deviates substantially from the original scheme which involves change in the scope of work leading to increase in overall tendered cost by more than 10% and the consultant is necessary required to issue fresh drawings for these works for its proper execution, extra services, expenses and extra labour on the part of the consultant for making changes and additions to the drawings, specifications or other documents due to tendering major part or whole of his work infractuous, the consultants may then be compensated for such extra services and expenses on quantum merit basis at percentage applicable under this agreement and to be determined mutually unless such changes, alterations are due to consultants' own omissions and /or discrepancies, including changes under clause 3 I (A) & B, 3 (II) (c) & (d) due to changes required by consultants of all internal, external services. The decision of the Employer shall be final on whether the deviation and additions are substantial as requiring any compensation to be paid to the consultants. However, for the minor modification or alteration which does not affect the entire design, planning etc. no amount will be payable.

#### 6. Time schedule

The time period for providing entire structure design including structural safety certificate from government agency/ government engineering college is 8 weeks. The date of start of work will be reckoned from 10<sup>th</sup> day of award letter.

#### 7 Compensation for delay:

The time allowed for carrying out the work as specified in clause 6 shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall thorough-out the stipulated period of the contract be processed with all diligence and in the event of failure of the consultants to complete the work within time schedule as specified above or within the extended period as approved by the employer in writing, the consultants shall pay as compensation amount equal to ½ % (half percent) for every week of delay on total fee payable, that the work remain unfinished after the specified date subject to maximum of 5% of the total fee payable to the consultant.

#### 8. Abandonment of work:

That if the consultant abandon the work for any reason whatsoever or become incapacitated from action as consultants as aforesaid, the employer may make full use of all or any of the drawings/structural design prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by the employer.

#### 9. Termination:

The Employer without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one months notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination and employer may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, the employer decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on approved preliminary estimate up to the stage of work executed by him immediately before taking such a decision. However, once the work is awarded and then the scope is reduced, the payment to the consultants will not be affected so long as he has completed supply of all drawings and schedule as per agreement.

#### 10. Arbitration:

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or interpretation of this agreement or covering anything herein contained or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreements exist, be referred to sole arbitration by a person appointed by the DGCSIR.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, DGCSIR as at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitration proceedings will be conducted in accordance with and be subject to Arbitration and Conciliation Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The arbitrator will have its seat at site of work or at such place in India as may be decided by the arbitrator.

The consultants shall continue to perform their duties with diligence notwithstanding the fact that a dispute has been referred to arbitration or any dispute or difference has arisen.

It is also the term of the agreement that if the consultant do not make demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the employer that the final bill is ready for payment, the claim of the consultant will be deemed to have been waived and absolutely barred and the employer shall be discharged and released of all liabilities under the agreement in respect of these claims.

#### 11. Number of Drawing Sets, etc. and copy right:

All the detailed designs calculations, reports and any other details envisaged under this agreement, including structural drawings, would be supplied by the consultants as indicated above, but not less than 4 specified sets of prints and one reproducible copy in A-1

size. Any extra sets of drawings, if required the employer shall be supplied at mutually agreed cost. All these drawings will become the property of the employer and he will have the right use of the same anywhere else. In that event, the employer will pay a royalty to the consultants on mutually acceptable basis. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except the employer and authorized representative.

## 12. Determination or Rescission of Agreement:

The employer without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i) If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entire the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
  - ii) If the consultants commit breach of any of the terms of agreement.

When the consultants have made themselves liable for action under any of the clauses aforesaid, the employer shall have powers:

- a) to determine or rescind the agreement
- b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

#### 13. General:

- The scrutiny of the drawing, and designs by the employer's own supervisory staff, if any, does not absolve the consultants of their responsibility under the agreement. The consultants shall remain solely responsible for structural soundness of the design and for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
- The consultants shall supply to the employer copies of all documents, instructions issued to contractors, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
- 3. The consultants hereby agree that the fees to be paid as provided herein (clause 4) will be- in full discharge of function to be performed by him and no claim whatsoever shall be against the employer in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.

The consultants shall indemnify and keep indemnified the employer against any such claims and against all costs and expenses paid by the employer in defending himself against such claims.

# **Proforma for Financial Bid**





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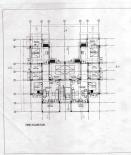


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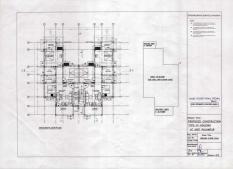
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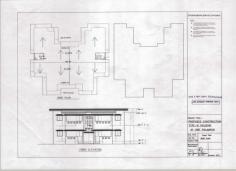
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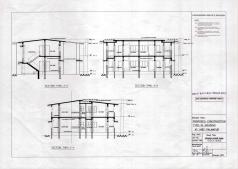
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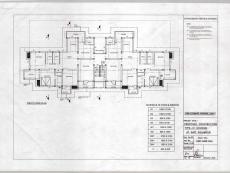
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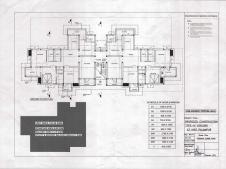


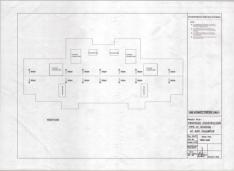


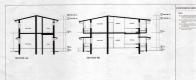














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