

---

# MINUTES

## ***Emergent Meeting of the Board of Governors***

*March 07, 2012 at 03:30 PM at ITPI., New Delhi, India*



**School of Planning and Architecture: Vijayawada**  
(Established 2008 by Ministry of Human Resource Development, Government of India)  
S.No. 71/1, NH-5, Nidamanuru, Vijayawada - 521 104, Andhra Pradesh, India



**School of Planning and Architecture: Vijayawada**

(Established 2008 by Ministry of Human Resource Development, Government of India)  
S No. 71/1, NH-5, Nidamanuru, Vijayawada - 521 104, Andhra Pradesh, India

**Emergent Meeting of the Board of Governors of SPAV held on  
March 07, 2012 at 03.30 PM at ITPI., New Delhi, India**

**Members Present:**

S.No.	Name	Member / Chairman / Special Invitee
1	Prof. (Dr.) S.K. Khanna	Chairman
2	Sri Mahendra Raj	Member
3	Ar. Sri Vijay Garg in place of Ar. Prafulla Karkhanis, President, IIA	Member
4	Sri D.S Meshram, President, ITPI	Member
5	Sri Rajesh Singh, (in place of Sri NK Sinha, Addl. Secy.-TEL, DHE-MHRD)	Member
6	Sri Navin Soi, (in place of Sri A.N. Jha (Jt. Secy. & F.A, DHE-MHRD)	Member
7	Sri J.B. Kshirsagar	Member
8	Prof. (Dr.) Shovan K. Saha	Member
9	Prof. (Dr.) Ramesh Srikonda	Member
10	Prof. (Dr.) Ayon K Tarafdar	Member
11	Prof. Venkata Krishna Kumar Sadhu	Secretary

Dr. Dev Swarup, Jt. Secy., UGC, Ar. Balbir Verma, Sri M.G. Gopal, Principal Secretary, Higher Education, GoAP and Dr. K.P Isaac, Member Secy.- AICTE regretted their inability to attend the meeting, due to prior commitments. The Chairman welcomed the members and Special Invitees to the Finance Committee and thereafter took up the agenda items.

**MINUTES**

Item # 1	To confirm the Minutes of the <i>Emergent Meeting of the Board of Governors of SPAV held on February 15, 2012 at New Delhi</i>
----------	--

Minutes of the *Emergent Meeting of the Board of Governors of SPAV held on February 15, 2012 at New Delhi*, as approved by the Chairman, were circulated to Members of the BoG on March 02, 2012 with a request to offer comments if any. *No comments were received till date in this regard. The said Minutes were presented in Annexure - I for favour of confirmation of the Members.* The Chairman once again requested the Members to offer comments, if any.

*As no comments were received, Minutes of the Emergent Meeting of the Board of Governors of SPAV held on February 15, 2012 at New Delhi were confirmed as presented.*

Item # 2	To consider and approve the Agreement between SPAV and the Architect for design & development of SPAV campus on the 7 acre site on ITI Road, Vijayawada, A.P., India
----------	--

Attention of Members was drawn to successful completion of the two stage national architectural competition organized to select the architect for design and development of SPAV's campus on the 2.83ha (7ac) site on ITI Road, Vijayawada, A.P., including distribution of the prizes and participation honoraria to the winning architect and other architects (as per RFP-II) by Smt. Dr. D. Purandeswari, Hon. MoS for HRD, Gol.

Members were further informed that the Agreement was revised and refined through several discussions with participation of Director, SPAV, Ar. Balbir Verma (nominated by BoG to advise and assist SPAV for finalisation of the Agreement), Prof. (Dr.) S. Ramesh, HoD, Architecture SPAV (who is also Chairman, Campus Development Committee, SPAV) and Ar Shantanu Poredi of Mobile Offices, Mumbai including two meetings in his office on January 23 and February 23, 2012.

Accordingly, the proposed Agreement between SPAV and Ar. Shantanu Poredi, M/s. Mobile Offices, Mumbai (the winning architect for design & development of SPAV campus) was presented in the Emergent meeting of the BWC held on 07.03.2012 in New Delhi. The matter was discussed by the Members (of BWC) in detail and it was recommended that

*"After detailed discussions, and incorporating the modifications suggested by the Members, the BWC approved the Agreement (Annexure B) subject to finalization of the scale of fees and mode of payment after negotiating with the Architect as provided in Clause IXc of the RFP II. The BWC also recommended that a sub-committee may be constituted by the Board for the negotiation as above and the Agreement inclusive of the negotiated scale of fees and mode of payment may be placed before the Board for consideration and approval. The BWC further recommended that after the Agreement as above is approved by the Board, the Director SPAV may be authorized to enter into the agreement with the Architect."*

The proposed Agreement as recommended by the BWC was placed before the FC in its emergent meeting held on 07-03-2012 in New Delhi. After detailed discussions the FC recommended and recorded

*"After elaborate discussions, the Finance Committee accepted the recommendations of the BWC made in its emergent meeting held on 07-03-2012 at New Delhi and recommended that the Agreement as above may placed before the BoG for its consideration and approval."*

Accordingly, the proposed Agreement as recommended by the BWC and FC, is presented in Annexure - II of the Agenda of the current meeting, for favour of consideration and approval of the Members of the Board.

After elaborate discussions the Board approved the Agreement as recommended by BWC and FC and constituted the following Sub-Committee to negotiate with the Architect (as recommended by BWC and FC):

1. Ar. Sri Balbir Verma, Member of BWC and BoG of SPAV Chairman
2. Sri Sushant Baliga, ret'd. Addl DG, CPWD Member

Minutes of the Meeting

3. Prof.(Dr.) Ramesh Srikonda, HoD-Architecture & Chairman, Campus Dev. Committee, SPAV Member

4. Sri B.K. Bhadri, Asst. Educational Advisor (TEL), Dept. of Higher Education, MHRD, Govt of India Member

The Board authorized the Director, SPAV to enter into an Agreement with the Architect after including the negotiated scale of fees and mode of payment as recommended by the sub-committee as above in the Agreement.

Item # 3	To consider and approve the engagement of government Construction Execution Agency for construction of proposed SPAV campus on the 7 acre site on ITI Road, Vijayawada, A.P., India, based on the comparative statement of offers given by CPWD and NBCC
----------	--

Members were informed that as directed by the BWC, SPAV made a comparative statement of the offers received from CPWD and NBCC and presented the same in the emergent meeting of the BWC held on 07-03-2012 in New Delhi.

After elaborate discussions in the meeting of the BWC as above, it was recommended that "CPWD may be appointed as the Construction Execution Agency for building the campus of SPAV on the 2.83ha (7ac) site on ITI Road, Vijayawada in view of the strong local presence of CPWD as compared to that of NBCC and based on the scale of charges."

The matter was placed before the FC in its emergent meeting held on 07-03-2012 in New Delhi. After detailed discussions, it was recommended and recorded

"After elaborate discussions, the Finance Committee accepted the recommendation of the BWC made in its meeting held on 07-03-2012 at New Delhi, to engage CPWD as the Construction Execution Agency for building the campus of SPAV on the 2.83ha (7ac) site on ITI Road, Vijayawada. The Finance Committee further recommended that this matter may be placed before the BoG for its consideration and approval."

The comparative statement of the above offers submitted by two Central Govt. agencies namely CPWD and NBCC was presented in Annexure - III of the Agenda of the current meeting for favour of consideration and recommendation of the Members.

After elaborate discussions the Board approved that CPWD may be appointed as the Construction Execution Agency for building the campus of SPAV on the 2.83ha (7ac) site on ITI Road, Vijayawada in view of the strong local presence of CPWD as compared to that of NBCC and based on the scale of charges.

Item # 4	To consider and approve the terms and conditions of engagement of Project Engineer for assisting SPAV in execution of construction of proposed SPAV campus on the 7 acre site on ITI Road, Vijayawada, A.P., India
----------	--

Members were informed that after elaborate discussions, the BWC in its emergent meeting held on 07.03.2012 in New Delhi recommended appointment of a Project Engineer for assisting SPAV in execution

Minutes of the Meeting

of the Project. Further they were informed that the terms and conditions of engagement of Project Engineer (details of qualification, experience and emoluments) as prepared by SPAV were discussed and after incorporating the modifications suggested by the Members (of the BWC) as above, the **modified terms and conditions of engagement** (Annexure IV of the Minutes of the emergent meeting of the BWC as above) were approved and recommended by BWC for consideration and approval of the same by the FC and the Board.

The matter was presented to the emergent meeting of the Finance Committee held on March 07, 2012 in New Delhi. The Finance Committee considered the matter and recommended

*"After elaborate discussions, the Finance Committee accepted the recommendations of the BWC made in its emergent meeting as above and recommended that the modified terms and conditions of engagement of a Project Engineer may be placed before the BoG for its consideration and approval."*

Accordingly, the Terms of engagement of Project Engineer were presented in **Annexure - IV** of Agenda of the current meeting for favour of consideration and approval of the members of the Board.

*After elaborate discussions and as recommended by the BWC and FC, the Board approved the modified Terms of engagement of a Project Engineer as presented in **Annexure - IV** of Agenda of the current meeting and authorized the Director, SPAV to complete the process of engagement of a Project Engineer for assisting SPAV in execution of construction of proposed SPAV campus on the 7 acre site on ITI Road, Vijayawada, A.P., India.*

Item # 5	To consider and approve the award of Provisional Certificate for students of UG program of Planning (passing out in May 2012) and of Architecture (passing out in May 2013)
----------	---

Members were requested to note that graduates (of B.Plng from May 2012 and of B.Arch from May 2013) would require Provisional Certificates for enabling themselves to be considered for higher studies and employment.

In view of the above, it was proposed that the process may be initiated so that the Provisional Certificates may be issued to the graduates as and when they would require them.

*After detailed discussions, the Board suggested that the matter regarding issue of Degrees to students of SPAV may be expedited with the MHRD at the earliest, in continuation of earlier communication with the MHRD in this regard.*

Item # 6	To report the adoption of students Fee structure of undergraduate programs of Architecture and Planning of SPA., New Delhi for SPA Vijayawada
----------	---

This item was to report that the tuition fee structure of the School for the newly admitted students and the senior batches of the two undergraduate programs of the School for the last year's intake (2011-12 A.Y.) was kept unchanged at Rs 25,700/- including Rs 10,000/- as refundable security deposits, as in earlier

Minutes of the Meeting

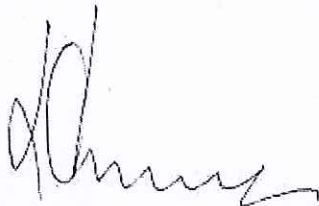
years as adopted from SPA Delhi. Also, the fees for the senior batches was kept unchanged at Rs 14,600/- (with no deposits) and the final year at Rs 15,800/- (with no deposits), as in earlier years. Details were presented in to the FC in the emergent FC meeting held on 07.03.2012 at new Delhi. The FC recommended

*"After elaborate discussions, the Finance Committee took note of the fee structure of SPAV as adopted from SPA Delhi and recommended that this matter may be placed before the BoG in the emergent meeting scheduled on 07.03.2012 for its consideration and final ratification."*

Accordingly, fee structure of SPAV as adopted from SPA Delhi was presented in Annexure – VI of Agenda of the current meeting for favour of information and ratification by the Board. .

***The Board considered the matter and ratified the fee structure of SPAV as adopted from SPA Delhi, the mentor institution of SPAV.***

As there was no other item for discussion, the meeting ended with a vote of thanks to the Chair.



To  
**THE CHAIRMAN**  
 Sub-Committee of BWC  
 SPAV

Date: 16-03-2012

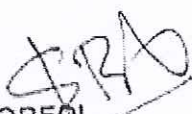
SUB: Discussion and negotiation of Architectural Professional Fees based on the scope of services required for SPAV Campus Design and Development- Reg.

Dear Sir,

With reference to the meeting of the Sub-committee of BWC constituted in Emergent Meeting of the Board of Governors to discuss and negotiate the Professional Fees held on March 16, 2012 at ITPI Conference Hall, New Delhi, I the Architect Shantanu Poreli agree to the following Professional Fees that is in reference to "Clause 17.1 i.e. Professional Fee to the Architect and Payment Schedule", of the proposed agreement placed as Annexure-I in the meeting-

S.No.	Part of Project	Scope of Work & Services	as per % to the estimated cost of works
1	Academic & all other buildings	Comprehensive Architectural services including Site Development, landscape design (including structural, electrical, mechanical, communication and other services in the relevant portion of the job)	4.0 %
2	Residential		
a.	Residential faculty & staff quarters and hostel buildings for every typical block design.	Comprehensive Architectural services including Site Development, landscape design (including structural, electrical, mechanical, communication and other services in the relevant portion of the job)	3.0%
b.	Repetition of the typical block design for Residential buildings including Hostel Buildings	Comprehensive Architectural services including Site Development and landscape design (including structural, electrical, mechanical, communication and other services in the relevant portion of the job)	2.25%

Yours truly,

  
 Ar. SHANTANU PORELI,  
 M/s. MOBILE OFFICES,  
 51, JUHU AJANTA, GULMOHAR ROAD,  
 JPVD, Vile Parle(W).  
 MUMBAI- 400 049

## AGREEMENT FOR ENGAGING THE ARCHITECT FOR SPA, VIJAYAWADA

THIS AGREEMENT is made and entered into on this day of \_\_\_\_\_ month of 2012 (Two thousand twelve) between SCHOOL OF PLANNING AND ARCHITECTURE, VIJAYAWADA (SPAV), Sy.No:71/1, NH-5, Nidamanuru, Vijayawada-521 104 (hereinafter called the "CLIENT") of the first part, and Ar. SHANTANU POREDI, M/S. MOBILE OFFICES (MOOF), having registered office at 51, Juhu Ajanta, Gulmohar Road, JPVD Vile Parle (W), Mumbai - 400 049, India (hereinafter called the "ARCHITECT") of the second part.

WHEREAS School of Planning and Architecture, Vijayawada (SPAV) has agreed to engage Ar. Shantanu Poredi, Architect M/s. MOBILE OFFICES (MOOF), 51, Juhu Ajanta, Gulmohar road, JPVD Vile Parle(W), Mumbai - 400 049 as the ARCHITECT for providing the Consultancy services for Preparation of Architectural & Engineering designs for Buildings /Facilities/Services for SPAV Campus at ITI road, Vijayawada who have mutually agreed upon and accepted the General Conditions of Agreement.

Now this agreement witnesseth that the Architect shall carryout Consultancy Services for preparation of Architectural & Engineering designs for buildings/facilities/services for SPAV Campus at ITI road as per the scope of services mentioned in the following agreed General Conditions of Agreement : The agreement and the conditions should be read together.

### GENERAL CONDITIONS OF AGREEMENT:

#### General Provisions:

#### Definitions:

Unless the context otherwise requires, the following items whenever used in this Agreement have the following meanings.

- a. "Agreement" means the document signed by the parties, to which these General Conditions are attached, together with all the related documents of such signed Agreement including appended schedules.
- b. "Architect" means the Architect Shantanu Poredi, M/s. Mobile Offices, 51 Juhu Ajanta, Gulmohar road, JPVD Vile parle (W) Mumbai – 400 049 who is selected by SPAV as a result of the selection process described in the RFP-I & II documents.
- c. "Applicable law" means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time to effectuate the Agreement;
- d. "Consultants" mean the qualified professionals engaged by the architect for specific disciplines.
- e. "CPWD" means Central Public Works Department
- f. "DSR" means Delhi Schedule of rates of CPWD
- g. "Effective Date" means the date on which this Agreement comes into force and effect.
- h. "GC" means General Conditions of Agreement.
- i. "Government" means the Government of India.
- j. "Local currency" means the currency in "Indian Rupees".



- k. "Party" means the SPAV or the Architect as the case may be and parties mean both of them.
- l. "PEA" means Project Executing Agency
- m. "Personnel" means persons employed with or by the Architect assigned for the performance of the services or any part thereof.
- k. "PM" means Project Manager of SPAV
- o. "Project" means the project as defined in the Terms of Reference, which forms integral part of the Agreement signed between SPAV and Architect.
- p. "RFP" means Request for proposal
- q. "Services" means the work to be performed by the Architect pursuant to this Agreement for the purposes of the Project.
- r. "SPAV" means School of Planning and Architecture, Vijayawada established by M.H.R.D. Govt. of India registered under Andhra Pradesh societies registration Act, 2001.
- s. "Terms of Reference" means Terms of Reference which forms integral part of the Agreement signed between SPAV and the Architect.
- t. "Third Party" means any person or entity other than the SPAV, and the Architect.

## 1. SCOPE OF WORK:

The Architect is required to provide services in respect of the following:

- 1.1 Taking Client's instructions and preparation of design brief and design of the project
- 1.2 Attend the meetings along with his consultants at SPAV, his office, site or any other place as decided by SPAV during design stage and work execution.
- 1.3 Site evaluation, physical survey analysis and impact of existing and / or proposed development on its immediate environs.
- 1.4 Design of Buildings in the campus and site development.
- 1.5 Preparation of drawings, specifications & details for construction of buildings and infrastructure etc.
- 1.6 Structural design, drawings and specifications
- 1.7 Sanitary, plumbing, drainage, water supply and sewerage designs and drawings for individual buildings and connectivity to the main buildings including rain water harvesting.
- 1.8 Electrical, electronic, communication systems and design including solar power harvesting.
- 1.9 Heating, ventilation and air conditioning design (HVAC) and other mechanical systems.
- 1.10 Elevators, escalators, etc.
- 1.11 Fire detection, Fire protection and Security systems etc.
- 1.12 Periodic inspection and evaluation of Construction works.
- 1.13 Infrastructure Network for external services such as water supply, sewerage, drainage, roads/drive ways , networking, T.V& telephone lines , electrical services including back up, overhead water reservoirs etc.
- 1.14 All the buildings /services should have the compliance of GRIHA -4 rating including preparation of all documents for obtaining the GRIHA rating.

## **2. SCHEDULE OF SERVICES:**

The Architect, after taking instructions from the Client shall render the following services:

### **2.1 [STAGE 1] DESIGN:**

2.1.1 Ascertain Client's requirements, examine site constraints & potential; and prepare a design brief for Client's approval in accordance with all statutory requirements and norms.

2.1.2 Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs. Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.

2.1.3 Prepare designs and conceptual drawings with reference to given requirements and design brief as per 2.1.1.

2.1.4 Study of existing infrastructure, utilities services, accessibility, circulation pattern and parking.

2.1.5 Preparation of design of the area showing infrastructure, utilities services, accessibility, circulation pattern and parking.

2.1.6 Furnish preliminary estimate of project cost based on CPWD plinth area rates for Vijayawada region.

### **2.2[STAGE 2] DESIGN AND DRAWINGS:**

2.2.1 Modify the conceptual designs and drawings incorporating required changes and prepare the preliminary drawings, sketches, study model, required details & reports etc., including preliminary estimate on plinth area basis for the Client's approval.

2.2.2 Preparation of design and drawings of all buildings showing structural concepts and systems.

2.2.3 Preparation of design and drawings of all buildings showing the common facilities for circulation, parking, open spaces and external Architectural form.

2.2.4 Preparation of design and drawings showing Architectural controls/ guidelines, features and specifications.

2.2.5 Preparation of design and drawings showing schematic network of services.

### **2.3[STAGE 3] DRAWINGS FOR CLIENT'S/ STATUTORY APPROVALS:**

2.3.1 Prepare drawings, documents, reports and models etc. necessary for Client's / statutory approvals and ensure compliance with codes, standards and legislation, as applicable and to obtain the statutory approvals thereof, whenever required before the beginning and during the construction at various stages of different buildings and final completion of execution of project.

## **2.4 [STAGE 4] DRAWINGS, BILL OF QUANTITIES AND DETAILED ESTIMATES FOR PREPARATION OF TENDER DOCUMENTS**

2.4.1 Prepare drawings, specifications, and detailed estimated cost as per CPWD schedule of rates for each of the buildings and other components of the project including project summary cost on prevalent market rates for non scheduled items as required for preparation of Tender Documents by PEA. Bill of quantities shall be prepared in DSR format of CPWD, for items not covered by DSR the nomenclature shall be descriptive and supported with analysis of rates. Each such drawing prepared for the must bear the phrase "TENDER DRAWING".

2.4.2 All deliverables as required by the SPAV will be in the following order and duly signed and certified by the Architect and respective consultants.

- a) Preliminary drawings/documents/reports - Minimum Three copies each (hardcopy) & soft copy
- b) Final submission of drawings - Minimum Six copies each (hard copy) & soft copy
- c) Final submission of documents/reports - Minimum Four copies each (hard copy) & soft copy
- d) Final submission of detailed estimated cost - Minimum Four copies each (hard copy) & soft copy

## **2.5 [STAGE 5] APPOINTMENT OF CONTRACTOR(S) OR EXECUTING AGENCY/IES:**

2.5.1. Architect as required and asked for by the client shall advise for appointment of contractor/s or Executing Agency/ies.

## **2.6 [STAGE 6] CONSTRUCTION:**

2.6.1 Prepare and issue working drawings covering all disciplines including architectural, structural, electrical, services and others, required revisions from time to time and details for appropriate execution of works during construction including getting designs and drawings of structures and other services, proof checked by specified agencies. Also such drawing issued shall have been duly signed by the Architect and the respective consultant/s and shall be marked 'good for construction'.

2.6.2 Approve samples of various elements and components in consultation with SPAV.

2.6.3 Check and approve shop drawings submitted by the Executing agencies / Contractors /Vendors for the acceptance by the client.

2.6.4 Visit the site along with his consultants, as required by the client to inspect and evaluate the Construction Works and wherever necessary clarify any decision, offer interpretation of the drawings/specifications, attend meetings to ensure that the project proceeds in accordance with the conditions of Agreement and keep the Client informed and render advice on actions, if required.

2.6.5 In order to ensure that the work at site proceeds in accordance with the Agreement documents /drawings and to exercise time and quality controls, and supervision will be carried out by the Architect under the direction of the Client .Architect shall submit monthly reports to Client on matters requiring attention of Client which shall cover decisions regarding works, quality issues, progress of works in sufficient detail indicating the likely completion dates of the various packages and also the project as a whole as per Architect's assessment.

2.6.6 Recommend for issue of Certificate for Virtual Completion of works.

2.6.7 All the above services are to be performed as per the manner required and to the fullest satisfaction of the client.

## **2.7 [STAGE 7] COMPLETION:**

2.7.1 Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion and Occupancy Certificate" for each of the buildings and works of different phases and on final completion from statutory authorities, wherever required.

2.7.2 Issue six sets and soft copies of as built drawings including service drawings and structural drawings

## **3. CLIENT'S ROLE AND RESPONSIBILITIES:**

The Client shall discharge all his obligations connected with the project and engagement of the Architect as follows:

3.1 To provide detailed requirements of the project.

3.2 To provide a site plan, to a suitable scale, showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines and such lines to which the proposed service can be connected.

3.3 To reimburse the cost of required soil tests.

3.4 To pay all the fees, levies, security deposits etc in respect of required statutory sanctions by respective authorities.

## **4. EXECUTION OF THE ASSIGNMENT:**

4.1 The Architect must have an office with qualified and competent Professionals at site.

4.2 The Architect shall keep the Client informed about the progress of work.

4.3 The Architect shall engage specialized consultants for various disciplines as require for design and execution of the project with the approval of SPAV.

4.4 The Architect shall be responsible for the direction and integration of the work, and also through his consultants will be responsible for calculations, detailed design, periodic inspection and evaluation of the work and shall make available the Design calculations etc. for different disciplines.

4.5 The Architect will advise the Client on the Time Schedule (Bar Chart/PERT/ CPM Network) prepared by the contractor/PMC / PEA for the progress and timely completion of work.

4.6 The Architect shall supply to the Client, free of cost, up to six sets of drawings at different stages.

4.7 The Architect shall not make any deviations, alterations or omissions from the drawings, specifications which are approved by the client and Statutory authorities without prior consent of the Client.

4.8 The Architect shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Agreement.

4.9 Any revision in the drawings, tenders and documents at any stage communicated by the Client either during the meetings or in writing shall be duly incorporated as may be required for execution.

4.10 For curtailment of the professional services, beyond Stage 3 of payment schedule, it shall be obligatory for the client to pay maximum up to maximum of 10% of the fee for the remaining Stage(s) of the curtailed work/ Services.

#### **5.0 RELATIONS BETWEEN THE PARTIES:**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between SPAV and the Architect. The Architect subject to this Agreement, has complete charge of Personnel and consultants performing the services for the project and shall be fully responsible for the services performed by them or on their behalf hereunder.

#### **6.0 LAW OF LAND:**

This Agreement, its meaning, interpretation and the relation between the Parties shall be governed by the Applicable Law.

#### **7.0 LANGUAGE:**

This Agreement has been executed in English, which shall be the binding for all matters relating to the meanings or interpretation of this Agreement.

#### **8.0 HEADINGS:**

The headings shall not limit, alter or affect the meaning of this Agreement.

#### **9.0 NOTICES:**

- i. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, Speed post or through Courier service, telex, telegram or facsimile to such party at the address specified below

The addresses are :

#### **For SPAV :-**

The Director  
School of Planning and Architecture, Vijayawada  
ITI Road,  
Vijayawada – 520008  
E-mail : info@spav.ac.in

For the Architect :

Addressed to :  
Ar. Shantanu Poredi  
M/s. Mobile Offices,  
51, Juhu Ajanta, Gulmohar road, JPVD  
Vile Parle(W), Mumbai - 400 049, India  
Telephone : 09820401846 , 022- .....  
E-mail : moof@gmail.com

- ii. Notice will be deemed to be served as specified below:
  - a. In the case of personal delivery or by registered mail, speed post, through courier services on delivery.
  - b. In the case of facsimiles, 24 hours following confirmed transmission.
- iii. Provided that in case of i) and ii) above, it shall be confirmed by a letter sent by registered post, speed post or through courier service.
- iv. A party may change its address for notice hereunder by giving the other party notice of such change.
- v. Communication sent by E.mail is valid provided supported by a hard copy within 15 days

**10.0 LOCATION:**

The services shall be performed at such locations as decided by SPAV

**11.0 AUTHORIZED REPRESENTATIVES:**

For SPAV :-  
The Director  
School of Planning and Architecture, Vijayawada  
ITI Road,  
Vijayawada - 520008  
E-mail : info@spav.ac.in

For the Architect :

Ar. Shantanu Poredi  
M/s. Mobile Offices,  
51, Juhu Ajanta, Gulmohar road, JPVD  
Vile Parle(W), Mumbai - 400 049, India  
Telephone : 09820401846  
E-mail : moof@gmail.com

**12.0 TAXES AND DUTIES:**

The Architect shall pay all such taxes, duties, fees and other impositions as may be levied and applied during entire period of project execution except the Service Tax. However, the Service Tax, levied on architect's fees shall be paid by SPAV at applicable rate on every payment made to the Architect on submission of proof of deposit. Income tax as applicable shall be deducted at source from every payment made towards fees.

### **13.0 COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF AGREEMENT:**

#### **13.1 Effectiveness of Agreement:**

This Agreement shall come into force and effect from the date (the "Effective Date") of signing this Agreement.

**13.2** The Architect shall open and run an office at his own expense at site i.e ITI road , Vijayawada within two months of award of work and depute a team of at least two persons for day to day work i.e. liasoning with PMC, PEA and SPAV including any consultation on the drawings.

- (i) A Resident Architect/Engineer having bachelor degree in Architecture or Engineering and at least five years' experience in similar projects and
- (ii) One more person having a Bachelor Degree or diploma in Architecture

#### **13.3 Expiration of Agreement:**

Unless terminated earlier or under the conditions set forth in this Agreement foreclosed, this Agreement shall expire when services have been completed and all payments have been made at the end of such time period after the effective date unless mutually agreed otherwise by the parties.

#### **13.4 Entire Agreement:**

This Agreement contains all covenants, stipulations and provisions agreed and confirmed in writing by the parties from time to time. No agent or representative of either party has authority to make and the parties shall not be bound by or be liable for, any statement, representation, promise or Agreement not set forth herein.

#### **13.5 Alteration of Agreement:**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written Agreement between the Parties.

#### **13.6 Force Majeure:**

##### **13.6.1 Definition :**

- (i) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a party and which made parties performance of their obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action.

(Except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (ii) Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a party or such party's sub-Architects, Advisor or agents or employees, nor (b) any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement and avoid or overcome in the carrying out its obligations hereunder.

- (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **13.6.2 Non Breach of Agreement:**

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Agreement in so far as such inability arises from an event of Force Majeure provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

#### **13.6.3 Measures to be taken:**

A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.

- (i) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fifteen (15) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (ii) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **13.6.4 Extension of Time :**

Any period which a party shall pursuant to this Agreement complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure , as may be approved by the SPAV by issuing a letter in that regard.

#### **13.6.5 Payments :**

During the period of its inability to perform the services as a result of an event of Force Majeure, the Architect shall not be entitled to be reimbursed for additional costs, if any, reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

#### **13.6.6 Consultation :**

As early as possible but not later than thirty (30) days after the Architect, as the result of an event of Force Majeure, has become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

#### **13.6.7 Suspension :**

The SPAV may by written notice of suspension to the Architect, suspend any or all payments to the Architect hereunder if the later fails to perform any of its obligations under this Agreement, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Architect to rectify such failure within the prior time period not exceeding fifteen (15) days after the receipt of such notice of suspension.



#### 14.0 TERMINATION:

##### 14.1 By SPAV:

SPAV may, by not less than fifteen (15) days' written notice of termination to the Architects (except in the event listed in paragraph (v) & (vi) below, for which there shall be a written notice of not less than thirty (30) days, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (viii) of this Clause terminate this Agreement :

- (i) if the Architects fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as SPAV may have subsequently approved in writing;
- (ii) if the Architect becomes insolvent or bankrupt or enter into any Agreements with their creditors for relief or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (iii) If the Architects fail to comply with any final decision reached as a result of arbitration proceedings under this Agreement.
- (iv) If the Architects submit to SPAV a statement which has a material effect on the rights, obligations or interests of SPAV and which the Architects know to be false;
- (v) If SPAV, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- (vi) If the Architect, in the judgment of SPAV has engaged in corrupt or fraudulent practices in executing the Agreement.
- (vii) In case the Agreement is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Architect to SPAV within thirty days of the termination letter, failing which the same shall be recovered by en cashing the performance security.

##### 14.2 By the Architects:

The Architects may, by not less than sixty (60) days' written notice to SPAV, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause, terminate this Agreement :

- (i) If SPAV fails to pay any money due to the Architects pursuant to this Agreement and not subject to dispute within sixty (60) days after receiving written notice from the Architects that such payment is overdue;
- (ii) If SPAV is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Architects may have subsequently approved in writing) following the receipt by SPAV of the Architects' notice specifying such breach;

##### 14.3 Cessation of Rights and Obligation:

Upon termination of this Agreement pursuant to Clause 14.1 or 14.2 hereof, or upon expiration of this Agreement pursuant to Clause 13.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in this Agreement.
- (iii) Any right, which a Party may have under the Applicable Law.

#### **14.4 Cessation of Services:**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 14.3 (i) or 14.3 (ii) hereof, the Architects shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make very reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the Architects they shall proceed as provided.

##### **(a) Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 14.1 or 14.2 hereof, SPAV shall make the payments of remuneration pursuant to Clause hereof for Services satisfactorily performed prior to the effective date of termination to the Architects after offsetting against these payments any amount that may be due from the Architect

##### **(b) Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs 14.1 (i) through 14.1 (viii) or in Clause 14.3 (i) - (ii) hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to the arbitration pursuant to this Agreement and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. For any such arbitration, one arbitrator each should be appointed by both the parties and these appointed arbitrators shall be fellows of the Indian Institute of Architects (IIA)

#### **15.0 OBLIGATIONS OF THE ARCHITECT:**

##### **15.1 General:**

###### **15.1.1 Standard of Performance :**

The Architect shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Architect shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful Advisor to SPAV and shall at all times support and safeguard SPAV's legitimate interests in any dealings with third parties.

###### **15.1.2 Law Governing Services :**

The Architect shall perform the Services in accordance with the Applicable Law and shall take all possible steps to ensure that Personnel of the Architect comply with the Applicable Law Architect shall, respect local customs.

##### **15.2 Conflict of Interests:**

###### **15.2.1 Architect not to benefit from Commissions, Discounts etc.:**

The remuneration of cost set out in the Agreement shall constitute the sole amount payable to the Architect in connection with this Agreement or the Services. The Architect or its personnel shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder. In case any such act of the Architect or anybody acting for or on behalf of the Architect is revealed, the SPAV shall have right to impose penalty on the Architect of an amount found to be appropriate or may invoke clause 13.7.7 or 14.1, as the case may be.

**15.2.2 Architects and Affiliates not to engage in certain Activities:**

The Architects agree that during the term of this Agreement and after its completion/termination, the Architects and any entity affiliated with the Architects, as well as any personnel or consultants shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**15.3 Insurance to be taken out by the Architects:**

The Architect shall take out and maintain, and shall cause any of his personnel or consultants to take out and maintain, at their own cost insurance against the risks, and for the coverage.

**15.4 Confidentiality:**

The Architect or his Personnel and consultants shall not, either during the term or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the Services, this Agreement or SPAV's business or operations without the prior written consent of SPAV. The Architect jointly or severally shall be liable to make good any loss suffered by SPAV due to breach of confidentiality by him or his personnel and consultants.

**15.5 Indemnity of SPAV:**

15.5.1 SPAV undertakes no responsibility in respect of life, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel of the Architect.

15.5.2 SPAV shall stand automatically indemnified against all claims, proceedings, demands, costs and expenses of whatsoever nature that may arise or accrue by any reasons or reason of infringement or alleged infringement by the Architect of any patent or other protected right during or in connection with the Services.

15.5.3 The Architect shall be liable to indemnify SPAV for any direct loss or damage accrued or likely to accrue due to deficiency of service rendered by him.

**15.6 Reporting Obligations:**

The Architect shall submit to SPAV the drawings and documents in form and numbers within the time periods as specified in agreement.

**15.7 Documents Prepared by the Architects to be the Property of SPAV:**

All plans, drawings, specifications, designs, reports and other documents prepared by the Architects and his consultants in performing the Services shall become and

remain the property of SPAV, and the Architects shall, not later than Thirty days (30) upon termination or expiration of this Agreement, deliver all such documents to SPAV, together with a detailed inventory thereof. The Architects may retain a copy of such documents.

**15.8 Assignment and Sub-Contracting:**

The Architect shall not assign this Contract or any portion of it to anybody. However the Architect, may engage consultants considered suitable for different disciplines which may require specific expertise at his own cost with prior approval of SPAV subject to the condition that the overall responsibility of performance under the Agreement shall always lie with the Architect only.

**15.9 Guarantee of designs, specifications etc.:**

The Architects shall guarantee their designs, specifications and related designs, technical specification and other related technical information are complete, accurate, adequate and workable. Upon termination of this Agreement, the Architect shall take necessary steps to bring the work to close in a prompt orderly manner and shall handover all the documents/reports prepared by the Architect up to and including the date of termination of SPAV.

**16.0 ARCHITECT'S PERSONNEL AND CONSULTANTS:**

**16.1 General:**

**16.1.1 Approval of Personnel and Consultants:**

The key consultants to be associated by the Architects for various disciplines as listed under Item No.18.0 by their name and respective discipline. Any addition or change to these consultants should be done as prescribed in Item No.16.1.2. (a).

**16.1.2 Removal and/or Replacement of Consultants and Personnel :**

(a) If for any reasons beyond the reasonable control of the Architect, it becomes necessary to replace any of the consultant/s, Architect shall forthright provide a replacement of either equivalent or better qualifications, under immediate information and approval of the SPAV.

(b) If SPAV (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Architect shall at SPAV's written request specifying the grounds therefore forthwith provide as a replacement a person with equivalent or better qualification and experience acceptable to SPAV.

**17.0 Professional fee to the Architect and Payment Schedule:**

**17.1 Professional fee:**

S.No.	Part of Project	Scope of Work & Services	as per % to the cost of works as in 17.2.1
1	Academic & all other buildings	Comprehensive Architectural services including Site Development,	4.0 %

		Landscape design (including structural, electrical, mechanical, communication and other services in the relevant portion of the job)	
2.	Residential		
a.	Residential - faculty & staff quarters and hostel buildings for every typical block design.	Comprehensive Architectural services including Site Development, landscape design (including structural, electrical, mechanical, communication and other services in the relevant portion of the job)	3.0%
b.	Repetition of the typical block design for Residential buildings including Hostel Buildings	Comprehensive Architectural services including Site Development and landscape design (including structural, electrical, mechanical, communication and other services in the relevant portion of the job)	2.25%

### 17.2 Schedule of Payment:

17.2.1 Total fees i.e. as per the amount calculated on the basis of approved estimated cost of works or actual cost whichever is lesser, separately for each type of building and infrastructure etc., shall be paid to the architects in the following stages consistent with the work done plus other charges and reimbursable expenses as agreed upon:

Sl. No	Activity	Percent of fees payable	Cumulative percentage	Duration in weeks
<b>Retainer</b>				
i.	On signing of Agreement @5% of the total fee payable	5%	5%	
<b>Stage 1</b>				
i.	On satisfactory submission of designs with preliminary inputs / feasibility comments and cost estimates of works.	5%	10%	2 weeks
<b>Stage 2</b>				
i.	On submission of the required complete scheme for the clients approval	10%	20%	10weeks
<b>Stage 3</b>				
a.	On incorporating client's suggestions in drawings and submitting them for the clients approval.	5%	25%	2 weeks
(a i)	Upon clients approval and submission of drawings, documents, reports for approval to various statutory authorities.	5%	30%	
b.	Upon receiving approvals from statutory bodies necessary for the commencement of construction.	5%	35%	4 weeks
<b>Stage 4</b>				
	Upon preparation of drawings, specifications and bill of quantities	5%	40%	Refer clause 17.4 of the

	and detailed estimated cost sufficient to prepare Tender documents.			document
<b>Stage 5</b>				
	On inviting, receiving and analyzing tenders; advising client on appointment of Contractor/s	5%	45%	
<b>Stage 6</b>				
a.	On submitting working drawings and details required for commencement of work at site	10%	55%	
b.				
i.	On completion of 20% of the work	5%	60%	
ii.	On completion of 40% of the work	7.5%	67.5%	
iii.	On completion of 60% of the work	7.5%	75%	
iv.	On completion of 80% of the work	7.5%	82.5%	
v.	On Completion	7.5%	90%	
<b>Stage 7</b>				
i	On submitting completion report and drawings for obtaining of completion/occupancy certificate by statutory authorities	5%	95%	
ii	On receipt of completion / occupancy certificate/s from statutory authorities and submission of as built drawings.	5%	100%	

### 17.3 Payments of fees at all stages

Fees shall be as per the pro-rata basis for the jobs services performed for the quantum of work specifically in case of the works are taken up in different stages. The competition prize money already paid to the architect will be deducted in 3 installments i.e. from payments against Retainer, Stage – I and Stage – II as per the schedule of payment at 17.2.1

### 17.4 Time schedule

The estimated Time period of the execution of the complete project is 2 ½ years (30 months) and from stage 4 onwards the phase wise time schedule for each stage will be worked out in consultation with SPAV and PEA.

### 18.0 List of Consultants of the Architect:

Following is the list of the consultants approved by SPAV to be engaged by the architects for various specialized disciplines. The Consultants have already submitted letters of acceptance to be associated with the Architect to render their respective services.

1. Ms. Alpa Sheth – VMS, Structural,

Address: 4, Jorawar Bhawan, 93 maharishi Karve Road, Mumbai -400 020.

2. Shri Uday Batwal - Cutech, Electrical,

Address: Bharat Industrial Estate, Office no :116, First floor, Near sangrilla Biscuit Co., LBS marg Bhandup (west), Mumbai:400 078.

3. Shri Ashwin- Epsilon - Plumbing/Fire,

Address: D-1/ plot no :28, Jai srikrishna CHS, MHADA colony, Mulund East Mumbai MHR: 400 081

4. Ms. Sangeeta Jhangiani – Enova, Airconditioning,

Address: C-502, Bizcount, 9- shah industrial Estate , Off veera dasai Road , Andheri (west), Mumbai:400 053

5. Shri Shirish Deshpande - Ab Initio, GRIHA,

Address: TMA House, IInd Floor, Plot no:6., Main Road, Wagle Industrial Estate., Thane(west). Mumbai: 400 604.

6. Shri Hrushikesh Kolatkar – MOEF,

Address: Sai sangam , Office no: 603 , Plot no:85, Sector – 15, CBD Belapur, Mumbai: 00614

#### 19.0 SETTLEMENT OF DISPUTES /ARBITRATION:

19.1 In the event of any dispute or difference arises between the parties relating to the services, meaning or effect of this Agreement or any other clause or in respect of the rights and liabilities of the parties or other matters specified therein or with reference to anything arising out of or incidental to this Agreement or otherwise in relation to the terms, whether during the continuance of this Agreement or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations.

19.2 If however such negotiations are in fructuous, the dispute or difference shall be referred to the Arbitrators appointed (as mentioned in Item 14.4 (b)) by the parties under provisions of the Arbitration and Conciliation Act, 1996. The decision of the Arbitrators will be final and binding on both the parties.

19.3 Any reference to arbitration shall not relieve either Party from the due performance of its obligations under this Agreement. However, if the nature of disputed matter under arbitration so necessitates, either party may suspend further performance till the arbitration award is declared. The period of non-performance under these circumstances will be added to the already agreed period of completion, without payment of compensation for such delay.

19.4 Arbitration proceedings shall be held at Vijayawada .

19.5 Any court case arises by any disputes shall be subject to the Vijayawada court jurisdiction.

20

21



02

02

## **20.0 FORECLOSURE:**

20.1 SPAV may, by not less than thirty (30) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Architect, without assigning any reason whatsoever at any stage of the Agreement, foreclose the Agreement.

20.2 Upon foreclosure of this Agreement, the Architect shall take necessary steps to bring the work to a close in a prompt orderly manner and shall hand over all the documents / reports prepared by the Architect up to and including the date of foreclosure to SPAV.

20.3 The Architect shall be paid only for the works carried out and services rendered till the date of foreclosure. The Architect shall also be reimbursed for demobilization expenses as decided by SPAV if the Agreement is foreclosed.

## **21.0 PERFORMANCE SECURITY:**

An amount of ten percent shall be deducted from every payment made to the Architect and retained as Performance Security which shall be returned after satisfactory completion of the consultancy services. However, this amount may be released on production of bank guarantee / Fixed Deposit Receipt in favor of SPAV.

## **22.0 PENALTY & DELAYED PAYMENT CHARGES:**

22.1 Any time SPAV has the right to terminate the Architect in case of delay / poor performance.

22.2 Notwithstanding anything contained in the foregoing clause and Agreements hereto, the Architect shall adhere to the agreed time schedule of the Agreement. Time is the essence of the Agreement. For any delay or deviation if exceeds beyond Fifteen days (15) of the stipulated time schedule, unless the extension granted by SPAV's the SPAV is at liberty to impose a penalty equivalent to 1% of the payment amount of that stage in which the delay is caused subject to a maximum of 10% of the payment received of that stage.

22.3 The Architect covenants that the information submitted in the offer is true and correct, if it is found incorrect or false, SPAV shall have right to terminate the Agreement and forfeit sums payable to the Architect at any stage. The Architect affirms that it has not been blacklisted by any government authority and that in case subsequently found SPAV shall have right to terminate the Agreement and forfeit sums payable to the Architect at any stage.

## **23.0 FAIRNESS AND GOOD FAITH :**

The parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

This agreement and conditions of Agreement consist of 18 pages

**AUTHORIZED SIGNATORIES:**

The above Conditions of Agreement has been as mutually agreed upon and accepted.

IN WITNESS WHEREOF the parties above mentioned have hereto signed at the Office of SPAV on the same day and year first mentioned above.

Director,  
School of Planning and Architecture-Vijayawada  
ITI Road,  
Vijayawada – 520008  
Andhra Pradesh

AR. Shantanu Poredi  
M/s. Mobile Offices  
51, Juhu Ajanta, Gulmohar road,

JPVD Vile Parle(W)  
Mumbai - 400 049. India

With Seal and Date \_\_\_\_\_

With Seal and Date \_\_\_\_\_

In the presence of witness :

1) \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

2) \_\_\_\_\_