



Duties and Responsibilities-- Architect & Contractor—

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Architect's – Duties and Responsibilities

Architect has to perform 3 major roles while rendering professional services

- i. Business- while dealing with client money**
- ii Technology-Planning, designing, controlling construction, coordinating all activities**
- iii Quasi – judicial—administering contract between client and contractor besides resolving conflicts between them**

In addition--

- Rendering quality services**
- with highest level of Competency**
- Exercising due care while rendering service**
- following Professional conduct**

Owners expectation from Architect

While engaging an architect for rendering professional services client has many considerations before hiring him. In brief 12 kinds of considerations have been listed below which largely governs his decision.

- i. Skill & knowledge** – required to design the project
- ii. Understanding-** purpose and function of building to be designed
- iii. Legal knowledge-** Acts, Rules, bye-laws relating to designing, constructing -- buildings/permission
- iv. Cost-** ability to advise on cost to decide on scope/specifications
- v. Drawings-** skill to prepare drawings, plans ,specification for execution/ approvals
- vi. Payments-** ability to certify payments- bills
- vii. Modifications-** skill for accommodating changes, if any, during construction
- viii. Resolving problems-** relating to construction, contractor, authorities- through intervention and advice
- ix. Quality-** ensure quality of work
- x. Completion-** of project on schedule
- xi. Service-** Render quality service
- xii. Advise-** Render best of professional advice

. EXECUTION OF THE ASSIGNMENT-

Architect Role and Responsibility

- 1 Architect to keep Client informed about progress of work .
- 2 Architect to **appoint specialised consultants in consultation with Client**, when necessary.
- 3 Architect **responsible for direction/ integration of consultants work.**
- **Consultants responsible for calculations/ detailed design / periodic inspection/ evaluation of work entrusted .**
- 4 Architect to advise Client on
- -- **Time Schedule (Bar Chart/PERT/ CPM Network)** prepared by contractors for completion of work.
- 5 Architect to supply to Client, free of cost, upto **six sets of drawings at different stages.**
- 6 Architect not to make
- -- **deviations/alterations/ omissions**
- -- from approved drawings,
- -- involving financial implications without prior consent of the Client.

. EXECUTION OF THE ASSIGNMENT

- **7 Additional professional services** rendered by Architect after project completion **period --compensated** on mutually agreed terms.
- **8 Architect to exercise all:**
 - reasonable skill, care and diligence
 - exercise superintendence / inspection
 - -- to ensure works executed
 - -- in accordance with Conditions of Contract.
- **9 Any revision in drawings/ tenders / documents**, once approved, required by Client
 - -- compensated as additional services by Architect and
 - -- **paid for @ 50% of the fee prescribed for the relevant stage(s).**
- **10 No change made in approved drawings / specifications** at site without consent of Architect.
- **11 Any curtailment of professional services**, beyond Stage 2
 - -- client to pay at least 20% of fee
 - -- for remaining Stage(s) of curtailed work/ Services.

Time Schedule

- **TIME SCHEDULE :**
- Architect in consultation with the Client, prepare:
 - -- a Time Schedule
 - -- in respect of various services
 - --to be rendered and
 - -- discharge of Client's obligations.

INDEMNIFICATION

:In the event a

- -- claim / suit is brought
- -- against Architect/ Consultants
- -- by any third party
- -- for damages
- -- arising from personal injury
- -- or property damage
- -- caused wholly by Client, or
- -- anyone employed by Client, or
- -- anyone for whose acts Client held responsible,
- -- then Client shall indemnify Architect and
- -- fully reimburse any loss/ damage / expenses,
- including attorney's fees,
- which Architect may incur

OWNERSHIP OF COPYRIGHT

- **Architectural design --an intellectual property of Architect.**
- **-- Drawings, Specifications, Documents and models -- also property of Architect**
- - whether project, for which made, executed or not.
- -- Client may retain copies of Architect's models, drawings, specifications; other documents for information and use in connection with project.
- -- But not used for other project by Client / any other person, except for repetition as stipulated in Scale of Charges.

TERMINATION OF AGREEMENT :

- **1 Agreement between Architect / Client may be terminated :**
- --by either one
- -- giving other a written notice
- -- of not less than **30 (thirty) days,**
- -- should either fail substantially to perform his part of responsibilities/duties,
- -- so long as the failure not caused by one initiating termination.
- **2 When termination of Agreement**
- -- not related to-- omission/ neglect / default of **Architect**
- -- **Architect** entitled to professional fees
- **3 When Architect's firm closing its business**
- -- or Client having terminated agreement
- -- **Client have right to**
- -- **employ another Architect**
- -- to complete work,
- -- after making payment
- -- to previous architect's firm.

INTERPRETATION ::

In case of

- any ambiguity or
- -- difficulty
- -- in interpretation of
- -- Conditions of Engagement and
- -- Scale of Charges,
- -- interpretation of
- -- Council of Architecture
- -- shall be final and binding
- -- on Architect and Client.

ARBITRATION :

- **All disputes / differences**
- **between Client and Architect**
- -- under "Conditions of Engagement and
- --Scale of Charges“
- -- with regard to the
- -- meaning / interpretation or
- -- matter / things done / to be done
- -- such disputes /differences
- -- **referred for arbitration**
- -- **to Council of Architecture.**
- **Arbitrator appointed by**
- **President, Council of Architecture.**
- **Arbitration conducted as per the provisions of the Arbitration and Conciliation Act, 1996.**
- Decision / award of Arbitrator -- final and binding on Architect/ Client.



- **The Duties and Responsibilities of a Building Contractor**

Building Contractor

- In the triad of construction- contractor occupies a pivotal position
- No project can be completed without the honest involvement of a contractor
- Accordingly contractor becomes the pivot around which the entire operation of the construction gravitates
- Success and failure of the project largely depends upon the quality of the contractor.
- While hiring any contractor , it must be ensured that contractor has requisite experience, knowledge, understanding, machinery, manpower, resources and reputation to do good projects
- Money shall not be the only consideration while selecting contractor
- Most of the projects gets stalled due to contractors
- Initially paying rational charges to contractor will help in completion of the project within time and avoiding cost-overrun
- Good contractors are known to be asset for the project whereas bad contractor become a perpetual liability

Building Contractor?

- A building contractor is:
 - -- an individual
 - --who engages in
 - -- planning, developing and coordinating of activities
 - --which relates to construction of buildings.
- The building contractor is :
 - --the individual
 - --who oversees construction
 - -- and ensures that
 - -- all necessary measures are taken
 - -- to complete the project.

Duties/ Responsibilities of a Building Contractor

- A building contractor has
- -- wide range of duties /responsibilities
- --in construction of buildings.
- --his job involves:
 - i. hard work
 - ii thorough knowledge
 - lii thorough understanding and
 - lv expertise
 - v of processes, products
 - vi. which form part of construction/building of structures.

General Responsibilities of a Building Contractor

- Responsibilities of a contractor involve:
 - -- i planning,
 - -- ii carrying activities relating to:
 - -- construction of a building/ structure.
- contractor do duties by:
 - --i supervising employees
 - --ii planning how project will be carried out
 - -- iii completing project
 - --iv complying with all existing laws, rules and regulations related to construction.

Specific Duties of a Building Contractor?

- Contractor required to do certain duties to ensure that project is completed on time/ correct manner;
- i to prepare and implement plan- in which to carry out construction project.
- -ii developing timeline to be followed from start to finish.
- -iii hiring, supervising, firing employees.
- iv take care of payroll .
- v obtaining materials for the project& correspondence with material suppliers
- vi to acquire licenses / permits from relevant entities for starting the building project-- building licenses to zoning permits
- vi Knowledge of relevant regulations and laws regarding construction process

Specific Duties of a Building Contractor

- i Contractor to establish a budget for construction project and follow that budget as closely as possible.
- ii Budget to help building contractor to obtain;
 - -- supplies,
 - --hire workers and
 - -- finish the construction
 - -- in a cost-efficient manner.
- iii building contractor needs to follow the building project closely .
 - iv to deal with all emergencies /surprises relating to project that occur on-site and sometimes off-site as well.
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What Traits Make a Good Contractor?

- Good building contractor should :
- -i **Possess decisiveness**— taking important decisions on a daily basis,- having knowledge of what he wants and acts on it.
- -ii **have adequate experience- which** helps in getting the job done in a quick and efficient manner.
- -- iii **have good leadership qualities**-- many individuals depend upon building contractor to show way
- -iv **Capacity to resolve issues** --in a quick and speedy fashion-
- delay in one portion of construction project can hold up entire process,.
- -v Must also **knows how to troubleshoot** --for beneficial results in the end
- **vi. Building contractors have multi-faceted duties and responsibilities.**
- **Contractors who are experienced , determined, steadfast , decisiveness and seek quick resolutions prosper greatly in occupation**

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- **Selection,**
 - **Registration,
Enlistment of
Contractors**

Selection of Contractors

- Selection of contractor- most important part of contract management
- Critical Factors of construction depend on selection of a suitable contractor to ensure—
 - - Quality
 - -- Speed
 - --Economy
 - -- Harmony
- - Selection of Contractor to be based on principles of--equity and fair play

Selection of Contractor

- Contractor is selected by owner by any of the following process after negotiations, when needed
- 1. Public Tender
- 2. Pre- Qualification
- 3. Post- Qualification
- 4. Limited Tenders
- 5. Single Tenders
- 6. Nomination

Selection of Contractor- Public Tender

Tender- or quotation is a:

- written offer
- to execute a work or
- supply of materials required
- for construction of a facility
- within a stipulated time
- under specified conditions of tender/quotation

Public Tender

- **For Government works**
- - public tenders invited from registered contractors of appropriate class
- - Tender notice explains
- -- conditions
- - work experience,
- financial solvency,
- annual turnover,
- registration as contractor.
- **General reputation is considered before awarding the contract**

Pre-qualification of contractors

Contractors are pre-qualified to ensure:

- competition is among capable and qualified bidders
- Selection of best contractor
- Elimination of incompetent/ insincere contractors
- Pre- qualification of contractor is based on—
 - - work experience,
 - - financial solvency,
 - -- annual turnover, .
 - - quality of work executed
 - --Organisational structure
 - --Board of Directors
 - --Plant and Machinery available
 - - Manpower available - technical/non-technical
 - --General reputation

Delhi Government- Registration of contractors

Tender documents is issued only to those contractors, who are registered in the

-- I&FC Deptt. (Irrigation and Flood control Deptt)

-- CPWD,

--PWD (NCT of Delhi),

--MES

-- duly got verified by I&FC Deptt.



Delhi Government- Registration of contractors

- **Contractors enlisted in various classes are entitled to submit their tenders, as per financial limits of estimated cost shown below:**
- **Class I - upto Rs. 20.00 Crore**
- **Class II - upto Rs. 5.00 Crore**
- **Class III - upto Rs. 150.00 lac**
- **Class IV - upto Rs. 60.00 lac**
- **Class V - upto Rs. 15.00 lac**

Enlisting Procedure:

- **Contractor to submit application in a prescribed form complete with all documents**
- **Reports submitted verified / works done by contractor inspected and/or to get such other reports as may be considered necessary. If contractor found suitable for enlistment-- enlistment order issued—otherwise rejection letter sent of to contractor**
- **-- decision of enlistment authority final and binding on contractor.**
 - authority reserves right to limit number of contractor to be enlisted in any class .**

Enlistment of contractors may be closed at any point of time.

- **While closing department may have a reserved list of eligible contractors from pending applications.**
- **Out of this-- contractors enlisted depending on requirement in a particular area/ NCT as a whole.**

Period of enlistment

- Enlistment valid for a period of four years.
- Enlistment can, be revalidated .
- Each revalidation shall be for a period of three years
- Enlistment shall be open to:
 - -- review by the enlistment authority
 - -- liable to termination,
 - -- suspension
 - - demotion to a lower class
 - -- any other such action
 - -- at any time if considered necessary
 - -- by the enlistment authority,
 - -- after issue of show cause notice