



# AEQSRB

## *Standard Form of Agreement between Client and Consultant for Provision of Supervision of Construction Works*

This **AGREEMENT** was made as of the .....day of.....

in the year ..... (in words indicate date, month and year)

**BETWEEN** the Client:

(Name, address and other information)

.....  
.....  
.....

**and** the Consultant:

(Name, address and other information)

.....  
.....  
.....

This document has important legal implications. The document is intended for use in conjunction with AEQSRB directives

**for** the following Project:

(Name, location and detail description including phase if applicable)

.....

The Client and the Consultant agree as follows:

1. The Consultant will provide architectural/engineering supervision services of the construction works of the said project to the Client as indicated in the drawings, specifications, and bills of quantities, as registered by AEQSRB.
2. The scope of the services is as indicated in the **Scope of the Services**, attached in Appendix 1 of this agreement.
3. The Consultant and the Client agree on project duration as ..... months from the date of this agreement.
4. The Owner will pay the Consultant fees and or expenses as indicated in the **Schedule of Payments** attached in Appendix 2 of this agreement.
5. If significant changes to the works occur, the Client and the Consultant may wish to agree on the fees thereof in the **Schedule of Payment for Additional Works** attached in Appendix 4. Such changes will be documented and attached to this agreement in the **Schedule of Additional Works** given in Appendix 3.
6. If the works duration extends beyond the time stipulated in item 3 above, the Client and the Consultant may agree on extension of time and compensation thereof.

7. The Consultant shall not be liable for any delays to the project due to the circumstances beyond his/her control, so is the Owner.
8. In case a dispute between the Client and the Consultant arises, such dispute should be resolved by negotiation. The AEQSRB should facilitate the negotiation. If an agreement is not reached in the negotiation, the dispute shall be subjected to arbitration in accordance to the relevant **Laws of Zanzibar**.

## **Appendix 1: Scope of the Services**

### **ARCHITECT**

The Consultant shall perform the following duties (*additional tasks may be added or deleted as deemed fit*):

- Regularly visit the project site to ascertain work progress.
- Coordinate with the project Coordinator and other parties as appointed by the Client for day-to-day site operations.
- Review the proposed drawings, if necessary, and provide required drawings to enhance the works to the Client's interest.
- Attend site meetings as called by Client or Contractor to discuss works related issues.
- To coordinate with the Quantity Surveyor and approve payment certificates to be forwarded to the Client for payment to the Contractor.
- Prepare and submit the reports detailing work progress and such other matters as deemed necessary by the parties.

### **ENGINEER**

The Consultant shall perform the following duties (*additional tasks may be added or deleted as deemed fit*):

- Inspection and approval of reinforcement before casting for all concrete elements
- Attending site meetings
- Supervising the execution of the work
- Working in coordination with client representative and other parties for day to day site supervision and management of the project

### **QUANTITY SURVEYOR**

The Consultant shall perform the following duties (*additional tasks may be added or deleted as deemed fit*):

- Preparation project financial appraisal when requested by Client
- Checking and approval of contractor's interim payment certificates
- Preparation of bill of quantities
- Attending site meetings
- Any other task which the Client may require in relation to materials such as quantities, costs, specifications, procurement, etc.

**Appendix 2: Schedule of Payments**

The Owner will remunerate the Architect, Engineer and Quantity Surveyor as follows: *(on monthly basis, upon site visit, on phase or on request. Please print below the mode of payment as agreed between the parties. Indicate currency & amount)*

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**Appendix 3: Schedule of Additional Works**

The following works are added to the original agreement: *(List the works as detailed as possible)*

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**Appendix 4: Schedule of Payments for Additional Works**

The Client will remunerate the Architect, Engineer and Quantity Surveyor for the additional works in Appendix 3 as follows: *(List below the additional payment and indicate the payment mode whether monthly, upon site visit, on phase or on request. Indicate currency & amount)*

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Now that, having read and understood the above agreement, the Client and the Consultant bear witness to put down their signatures to attest their abidance to the said agreement.

*For and on behalf of the Client*

NAME:

SIGNATURE

**NAME:**

**SIGNATURE**

**Architect**

**STAMP**

Name.....

**SIGNATURE**

Address.....

**Engineer (civil)**

**STAMP**

Name.....

**SIGNATURE**

Address.....

**Engineer (electrical)**

**STAMP**

Name.....

**SIGNATURE**

Address.....

**Engineer (mechanical)**

**STAMP**

Name.....

**SIGNATURE**

Address.....

**Quantity Surveyor**

**STAMP**

Name.....

**SIGNATURE**

Address.....

**Other Consultant (specify) .....**

**STAMP**

Name .....

**SIGNATURE**

Address .....