

Pakistan Council of Architects and Town Planners Ordinance 1983 (Ordinance IX of 1983)

to make provision for the regulation of architectural and town planning professions

WHEREAS It is expedient to make provision for the regulation of the architectural and town planning professions and for that purpose to constitute a Council of Architects and Town Planners;

AND WHEREAS the President is satisfied that circumstances exist which render it necessary to take immediate action;

NOW, THEREFORE, in pursuance of the Proclamation of the fifth day of July, 1977, and in exercise of all powers enabling him in that behalf, the President is pleased to make and promulgate the following Ordinance:-

1. Short title, extent and commencement:-

- (1) This Ordinance may be called the Pakistan Council of Architects and Town Planners Ordinance, 1983.
- (2) It extends to the whole of Pakistan.
- (3) It shall come into force at once.

2. Definitions

In this Ordinance, unless there is anything repugnant in the subject or context:-

- (a) "architect" means a person who holds any of the architectural qualifications specified in the First Schedule or the Second Schedule and is registered as an architect with the Council;
- (b) "architectural and town planning public organization" means a Department of the Federal Government or a Provincial Government, a public corporation, autonomous or semi-autonomous body, cantonment board, municipality, improvement trust or other local authority;
- (c) "bye-laws" means bye-laws made under this Ordinance;

- (d) "Chairman" means Chairman of the Council;
- (e) "Council" means the Pakistan Council of Architects and Town Planners constituted under section 3;
- (f) "Executive Committee" means the Executive Committee of the Council;
- (g) "institution" means an institution within or without Pakistan which grants degrees or diplomas in architecture or town planning; and is recognized as such by the Council;
- (h) "member" means a member of the Council and includes the Chairman and Vice-Chairman;
- (i) "prescribed" means prescribed by bye-laws;
- (j) "professional architectural work" means the giving of professional advice and opinions, the making of measurement and layouts of buildings, the preparation of feasibility and other reports, the production of concept, the originating, designing and planning, and in association with relevant professionals, producing working drawings and contract documents, specifications and bills of quantities, the inspection and supervision of works and issuing of certificates of such buildings and other works for which an architect offers his professional services;
- (k) "professional town planning work" means the giving of professional advice and opinions in the field of urban and regional planning, the carrying out of physical and socio-economic surveys, the preparation of feasibility reports, layout plans, and development plans, and, in association with relevant professionals, carrying out inspection and supervision of works and issue of certificates of such schemes and works for which a town planner offers his professional services;

- (l) "Register" means a Register maintained under section 16;
- (m) "Registrar" means the Registrar of the Council.
- (n) "town planner" means a person who holds any of the town planning qualifications specified in the First Schedule or the Second Schedule and is registered as a town planner with the Council.
- (o) "University" means a University established by law in Pakistan having an architectural or town planning faculty or department; and
- (p) "Vice-Chairman" means Vice-Chairman of the Council.
- (iv) two members, one being an architect and one being a town planner, to be nominated by the Federal Government to represent architectural and town planning institutions in Pakistan.
- (6) The tenure of the members of the Council upon its first constitution shall be two years.²
- (7) The seal of the Council shall be authenticated in such manner as may be prescribed, and any document purporting to be sealed with the seal so authenticated shall be receivable as evidence of the particulars stated in the document.
- (8) The headquarters of the Council shall be at such place as the Council may decide.

3. Constitution and incorporation of the Pakistan Council of Architects and Town Planners:-

- (1) There shall be constituted in accordance with the provisions of this Ordinance a Council to be known as the Pakistan Council of Architects and Town Planners.
- (2) The Council shall be a body corporate having perpetual succession and a common seal, with power, subject to the provisions of this Ordinance, to acquire, hold and dispose of land and property, both movable and immovable, and enter into contract, and shall by the name by which it is known sue and be sued.
- (3) The membership of the Council shall be open to the town planners till a separate Council of Town Planners is constituted.¹
- (4) The Council shall be composed of all persons whose names may hereafter be entered in the Register, so long as they continue to have their names borne on the Register.
- (5) Notwithstanding anything contained in sub-section (4), the Council shall, upon its first constitution, be composed of:-
 - (i) a Chairman, being an architect with not less than fifteen years' experience, to be nominated by the Federal Government;
 - (ii) two Vice-Chairmen, one being an architect and the other being a town planner with not less than fifteen years' experience, to be nominated by the Federal Government;
 - (iii) ten members, six being architects and four being town planners with not less than five years' experience, to be nominated by the Federal Government; and

4. Chairman and Vice-Chairman:-

- (1) The Council shall have a Chairman who shall be an architect of not less than fifteen years' experience and two Vice-Chairmen, one being an architect and the other a town planner of not less than fifteen years' experience, to be elected by the members from amongst themselves in the prescribed manner.
- (2) Notwithstanding anything contained in sub-section (1), for a period of two years³ from the commencement of this Ordinance, the Chairman and Vice-Chairmen shall be the persons nominated by the Federal Government under clauses (i) and (ii) of subsection (5) of section 3.
- (3) The Chairman and Vice-Chairmen shall, subject to sub-section (2), hold office for a term of two years.
- (4) No person shall be qualified to be elected as, or to be, Chairman or Vice-Chairman for more than two consecutive terms.

5. Annual general meeting of the Council:-

- (1) An annual general meeting of the Council shall be held at the headquarters of the Council at such time as may be appointed by the Executive Committee.
- (2) The following business may be transacted at the annual general meeting, namely:-
 - (a) presentation of annual report;
 - (b) presentation of audited accounts;
 - (c) presentation of annual budget;

1. Substituted vide Ordinance No. IV of 1994

2. Substituted vide Ordinance No. XLI of 1984

3. Substituted vide Ordinance No. XLI of 1984

- (d) appointment of auditors; and
- (e) such other business as may be placed before the meeting by the Executive Committee or as the meeting may decide.

6. Extraordinary general meeting of the Council:-

- (1) An extraordinary general meeting of the Council shall be called by the Chairman at the headquarters of the Council:-
 - (a) within fourteen days of the receipt by him of a requisition signed by not less than fifty members and stating the business proposed to be transacted at the meeting; or
 - (b) at any time, if the holding of such meeting for the consideration of any urgent matter is in his opinion necessary.
- (2) At a meeting called in pursuance of clause (a) of sub-section (1), no business other than the business stated in the requisition referred to in that clause shall be transacted.

7. General provisions relating to meetings of the Council:-

- (1) An annual or extraordinary general meeting of the Council shall be held and conducted in accordance with the bye-laws.
- (2) To constitute a quorum at an annual or extraordinary general meeting of the Council, the presence of not less than fifty members shall be necessary;

Provided that, in respect of the Council constituted under Sub-Section (5) of Section 3, this sub-section shall have effect as if for the word fifty there in the word five were substituted.
- (3) All decisions of the Council at an annual or extraordinary general meeting shall be taken by majority of the members present and voting.

8. Functions of the Council:-

The following shall be the functions of the Council, namely:-

- (a) maintenance of two Registers, one for persons qualified to practice as architects and the other for persons qualified to practice as town planners, and two lists, one for persons eligible to practice as, we registered architect and other for persons eligible to practice as unregistered town planners;

- (b) removal of names from the Register and restoration to the register of names which have been removed;
- (c) laying down of standards of conduct for the members;
- (d) safeguarding the interests of the members;
- (f) assisting the Government and national institutions in identification and solution of national problems relating to architecture and town planning;
- (g) promotion of reforms in the architectural and town planning professions;
- (h) management of the funds and properties of the Council;
- (i) promotion of architectural and town planning education and review of courses of studies in consultation with the Universities and recognized institutions and advising the Government in the matter of architectural and town planning education;
- (j) levy and collection of fees from applicants for registration or temporary licenses and from members;
- (k) exercise of such disciplinary powers over the members and servants of the Council as may be prescribed;
- (l) formation of such committees as may be prescribed;
- (m) making recommendation to the Government for recognition of a professional architectural institute and a professional town planning institute to conduct examinations and prepare such other functions as the council may deem necessary; and
- (n) performance of all other functions connected with, or ancillary or incidental to, the aforesaid functions.

9. Executive Committee:-

- (1) There shall be an Executive Committee of the Council for the management of the affairs of the Council and for performing the functions assigned to the Council by or under this Ordinance.

- (2) The Executive Committee shall be composed of the following persons, namely:-
- (a) the Chairman and Vice-Chairmen of the Council who shall also be the Chairman and Vice-Chairmen respectively of the Executive Committee;
 - (b) the Registrar;
 - (c) ten members, six being architects and four being town planners elected respectively by architects and town planners; and
 - (d) two members, one being an architect and the other a town planner, to be nominated by architectural and town planning institutions in Pakistan.
- (3) Notwithstanding anything contained in sub-section (2), for a period of two years⁴ from the commencement of this Ordinance, the Executive Committee shall be composed of the persons nominated by the Federal Government under sub-section (5) of section 3.
- (4) The members of the Executive Committee, other than the Registrar, shall, subject to sub-section (3), hold office for a term of two years and shall not hold office for more than two consecutive terms.
- (5) No person shall be qualified to be elected as, or to be, a member of the Executive Committee if he does not possess five years' experience and is registered after the thirtieth day of June of the year in which the election is to be held or, as the case may be, nomination is to be made.
- (6) The election of members of the Executive Committee under sub-section (2) shall be held so as to conclude not less than fifteen days before the term of the outgoing members is due to expire.

10. Recognition of architectural and town planning qualifications granted by institutions in Pakistan.

- (1) The architectural and town planning qualifications granted by the institutions in Pakistan which are included in the First Schedule shall be the recognized qualifications for the purposes of this Ordinance.

- (2) Any architectural or town planning institution in Pakistan which grants an architectural or town planning qualification not included in the First Schedule may apply to the Council to have such qualification recognized and the Council may, by notification in the official Gazette, amend the First Schedule so as to include such qualification therein.

11. Recognition of architectural and town planning qualifications granted by institutions abroad:-

- (1) The architectural and town planning qualifications granted by institutions outside Pakistan which are included in the Second Schedule shall be recognized qualifications for the purposes of this Ordinance.
- (2) Any architectural or town planning qualification granted by an institution outside Pakistan not included in the Second Schedule may be recognized by the Council, and the Council may by notification in the official Gazette, amend the Second Schedule so as to include such qualification therein.

12. Grant of temporary licences:-

- (1) The Executive Committee may grant to any person domiciled outside Pakistan who does not hold any recognized architectural or town planning qualification but who holds an equivalent diploma or degree in architectural or town planning from an institution recognized by the Council and who is a corporate member of an architectural or town planning body, society, institute or association recognized by the Council, a temporary licence for a specific project to work as an associate of an architect or town planner, who shall sign and seal the plans and specifications for the project.
- (2) Any person to whom a temporary licence has been granted shall, during the period for which the licence is valid, be subject to the provisions of this Ordinance and the bye-laws.

13. Power to require information as to courses of study and examination:-

Every institution in Pakistan which grants a recognized architectural or town planning qualification shall furnish such information as the Council may, from time to time, require as to the courses of study and examination to be undergone in order to obtain such qualification.

⁴ Substituted vide Ordinance No. XLI of 1984

14. Inspection of examination:-

- (1) The Council shall appoint such number of inspectors as it may deem requisite to attend at any or all of the examinations held by the institutions in Pakistan and the recognized professional architectural institutes and the recognized professional town planning institutes for the purpose of granting architectural or town planning qualifications which are recognized architectural and town planning qualifications or in respect of which recognition has been sought.
- (2) Inspectors appointed under sub-section (1) shall not interfere with the conduct of any examination but they shall report to the Council on the sufficiency of the examination which they attend and on the courses of study and facilities for teaching provided by the institution in question at different stages in respect of such examination, and on any other matter in regard to which the Council may require them to report.

15. Withdrawal of recognition:-

- (1) When, upon report by an inspector, it appears to the Council that the courses of study and examination to be gone through in any institution in Pakistan in order to obtain a recognized architectural or town planning qualification or the standards of proficiency required from candidates in any examination held for the purpose of granting such qualification are not such as to secure to persons holding such qualification the knowledge and skill requisite for the efficient practice of architecture or town planning, the Council shall forward the report to the institution concerned with an intimation of the period within which it may submit its explanation to the Council.
- (2) On receipt of the explanation or, where no explanation is submitted within the specified period, on the expiry of the period, the Council, after making such further inquiry, if any, as it may think fit, may, by notification in the official Gazette, direct that an entry shall be made in the First Schedule against the architectural or, as the case may be, town planning qualification to which the explanation relates declaring that it shall be a recognized architectural or town planning qualification only when granted before a specified date:

Provided⁵ that, before issuing a direction as aforesaid, the Council shall give the institution concerned an opportunity of being heard.

16. Maintenance of Register, etc:-

- (1) The Council shall maintain in the prescribed manner:-
 - (a) two separate Registers in which shall be entered the names and other particulars of persons possessing recognized architectural qualifications or, as the case may be, town planning qualifications whose applications for registration as architects or town planners are from time to time granted by the Council; and
 - (b) two separate Lists, hereinafter referred to as the Lists, in which shall be entered the names and other particulars of persons not possessing any of the aforesaid qualifications who were licensed as architects or, as the case may be, town planners by any public sector agency before the date appointed under subsection (1) of section 28 and who are declared by the Executive Committee, after carrying out proper scrutiny by way of examination or otherwise, to be eligible to practice as unregistered architects or unregistered town planners, as the case may be.
- (2) Every application for registration under this Ordinance, or for the inclusion of name in either of the Lists, shall be made to the Council in the prescribed form and be accompanied by the prescribed fee.
- (3) Every person whose name is entered in a Register or in either of the Lists shall be entitled to receive a certificate of registration or, as the case may be, a certificate of entry of name in the List, under the hand of the Registrar.
- (4) A certificate issued under sub-section (3) shall, subject to the provisions of this Ordinance, remain in force until the thirty first day of December of the year in which it is issued and shall thereafter be renewable annually upon payment of the prescribed fee.

17. Registration:-

- (1) Every application for registration shall be considered by an Enrolment Committee consisting of the Chairman

5. Added vide Ordinance No. XLI of 1984

and Vice Chairmen and three other members, being architects or town planners of not less than ten years' standing, nominated by the Executive Committee.

- (2) The Enrolment Committee may either permit or refuse to permit the registration of any person:

Provided that the Enrolment Committee shall not refuse permission for registration unless:-

- (a) the applicant has been convicted of any such offence as implies in its opinion defect of character; or
- (b) it has reason to believe that the applicant has been guilty of infamous conduct in any professional respect; or
- (c) the applicant is unfit to practice on any other ground, including mental ill health.

18. Appeal against refusal to permit registration:-

- (1) Any person aggrieved by an order under sub-section (2) of section 17 refusing to permit the registration of his name in the Register may, within thirty days of the communication of the order, prefer an appeal to the Executive Committee.
- (2) Upon the receipt of an appeal under sub-section (1), the Executive Committee may, after holding such inquiry as it may consider necessary and giving the appellant an opportunity of being heard in person or through an advocate, pass such order, as, it may deem fit.

19. Revision of Register:-

- (1) The Registrar shall remove from the Register the name of any architect or town planner:-
 - (a) who has died; or
 - (b) who has failed to have his certificate of registration renewed within one year of the date of its expiry; or
 - (c) whose name has been directed under sub-section (7) of section 22 to be removed from the Register.
- (2) The Registrar shall restore to the Register the name of any architect or town planner whose name has been removed from the

Register under clause (b) of sub-section (1) if such architect or town planner applies for such restoration and pays the prescribed fee.

- (3) The Council may, in its discretion, after the expiry of not less than one year following the removal from the Register of the name of any architect or town planner, grant registration to such architect or town planner if he applies for registration.

20. Complaints against architects or town planners:

- (1) If at any time a complaint is made to the Council by any person as to the work or conduct of any architect or town planner, the Executive Committee may refer the matter for inquiry and report to an inquiry committee appointed by it.
- (2) If, upon the receipt of such report, the Executive Committee considers that a prima facie case for the removal from the Register of the name of the architect or town planner to whom the complaint relates has been established, the Executive Committee may refer the case to a Tribunal.

21. Tribunals of Inquiry:-

- (1) For holding inquiries into the professional conduct of architects and town planners, the Executive Committee may constitute as many Tribunals of Inquiry as it may consider necessary.
- (2) A Tribunal shall consist of three members appointed by the Executive Committee.
- (3) The Executive Committee shall appoint one of the members of the Tribunal to be the Chairman thereof.

22. Procedure in Inquiries, etc:-

- (1) In inquiries relating to the professional conduct of an architect or town planner, the Tribunal shall, except as hereinafter provided, follow such procedure as may be prescribed.
- (2) The Tribunal shall fix a date for the hearing of the case and shall cause notice of the day so fixed to be given to the complainant and the architect or town planner concerned,

- hereafter in this section referred to as the respondent, and shall afford to the complainant and the respondent an opportunity of leading evidence, if any, and of being heard before recommendations are made in the case.
- (3) The Chairman of the Tribunal may empower a member of the Tribunal to consider and decide preliminary issues and to record evidence.
 - (4) On completion of the inquiry, the Tribunal may recommend to the Executive Committee:-
 - (a) dismissal of the complaint; or
 - (b) imposition of any of the following penalties on the respondent, namely:-
 - (i) reprimand;
 - (ii) removal of name from the Register for a period not exceeding twelve months;
 - (iii) removal of name from the Register altogether; or
 - (b) Prosecution of the respondent for the offence constituted by his conduct.
 - (5) The Tribunal may make such recommendation to the Executive Committee as to the cost of the proceedings before it as it may deem fit, and, where the Tribunal is of the opinion that a complaint made against a respondent is false and vexatious, it may, in addition and without prejudice to any other remedy available to the respondent, recommend imposition upon the complainant of costs not exceeding a sum of ten thousand rupees and payment to the respondent of the whole or any part of the costs recovered from the complainant.
 - (6) In any case in which it has recommended the imposition of any penalty on, or the prosecution of, the respondent, the Tribunal may also recommend that an amount not exceeding twice the amount of the fee received by the respondent from the complainant may be recovered from the respondent and paid to the complainant as compensation.
 - (7) The Executive Committee shall meet to consider the recommendations of the Tribunal within a period of six weeks from the date of receipt thereof and pass such orders as it may deem fit.

(8) Any order of the Executive Committee as to the costs of the proceedings before the Tribunal or as to the recovery of any amount from a complainant or a respondent shall be executable as if it were a decree of a civil court.

(9) When any architect or town planner is reprimanded under this Ordinance, a record of the punishment shall be entered against his name in the Register.

23. Review:-

(1) The Executive Committee may, within thirty days of its order under subsection (7) of section 22, either of its own motion or on application made to it in that behalf, review and, while so reviewing, modify, reverse or confirm the order.

(2) An order shall not be modified or reversed unless reasonable notice has been given to the parties affected thereby to appear and be heard.

24. Powers of the Tribunal:-

(1) For the purpose of any such inquiry as aforesaid, a Tribunal shall have the same powers as are vested in a court under the Code of Civil Procedure, 1908 (Act V of 1908), in respect of the following matters, namely:-

- (a) enforcing the attendance of any person;
- (b) compelling the production of documents and
- (c) issuing commissions for the examination of witnesses.

(2) Every such inquiry shall be deemed to be a judicial proceeding within the meaning of sections 193 and 228 of the Pakistan Penal Code (Act XLV of 1860) and a Tribunal shall be deemed to be a civil court for the purposes of section 480 and 482 of the Code of Criminal Procedure, 1898 (Act V of 1898).

(3) For the purposes of enforcing the attendance of any person or of compelling the production of documents or issuing commissions;

(a) the jurisdiction of a Tribunal shall extend to the whole of Pakistan; and

- (b) a Tribunal may send to any civil court having jurisdiction in the place where the Tribunal is sitting any summons or other process for the attendance of a witness or the production of documents required by the Tribunal, or any commission which it desires to issue, and the civil court shall serve such process of issue such commission, as the case may be, and may enforce any such process as if it were a process for attendance or production before itself.
- (4) Proceedings before a Tribunal in any such inquiry shall be deemed to be civil proceedings for the purposes of section 132 of the Evidence Act, 1872 (I. of 1872), and the provisions of that section shall apply accordingly.

25. Fund of the Council, accounts and audit:-

- (1) All sums received by the Council as fees, grants, donations or subscription shall form part of a fund which shall be managed, administered and utilized in such manner as may be prescribed.
- (2) The Executive Committee shall cause to be maintained such books of account and other books in such form and manner as may be prescribed.
- (3) The accounts of the Council shall be audited before the thirtieth day of November each year by an auditor appointed by the Council who is a chartered accountant within the meaning of the Chartered Accountants Ordinance, 1961 (X of 1961)

26. Bye-laws of the Council:-

- (1) The Council may make byelaws for carrying out the purposes of this Ordinance.
- (2) In particular and without prejudice to the generality of the foregoing power, such bye-laws may provide for all or any of the following matters, namely:-
 - (a) the summoning and holding of meeting of the Council and Executive Committee, the time and places where such meetings are to be held, the conduct of business and the number of members necessary to constitute a quorum at a meeting of the Executive Committee;

- (b) the powers and duties of the Chairman and Vice-Chairmen;
- (c) the terms of office and powers and duties of the Registrar and other officers and servants of the Council;
- (d) the appointment, powers, duties and procedure of inspectors;
- (e) the procedure for maintenance and publication of the Register, the fees to be charged under this Ordinance and establishment of sub-offices or branches of the Council;
- (f) the management of the property of the Council and the maintenance and audit of its Council;
- (g) the procedure at any inquiry held under section 22; and
- (h) any other matter which is to be or may be prescribed;
- (3) The first Council shall make the bye-laws within two⁶ years of its assuming office and shall also frame a Code of professional Conduct for architects and town planners.
- (4) The Code of Professional Conduct framed under sub-section (3) may be amended, modified or repealed by the Council.

27. Proof of membership, etc.:-

For the purposes of any action or proceeding under this Ordinance, a certificate of the Registrar certifying under the seal of the Council that, on a specified date, the name of a person was or was not borne on the Register, shall be proof of its contents and of the authenticity of his signature, until the contrary is proved.

28. Penalties and procedure:-

- (1) After such date as the Federal Government, may, after consultation with the Council, by notification in the official Gazette, appoint in this behalf, whoever undertakes any professional architectural or town planning work shall, if his name is not for the time being borne on the Register or on either of the Lists, be punishable with fine which may extend to five thousand rupees, and, in the case of a continuing offence, with a further fine which may extend to two hundred rupees for every day after the first day during which the offence continues.

⁶ Substituted vide Ordinance No. XLI of 1984

- (2) Whoever willfully procures or attempts to procure himself to be registered under this Ordinance as an architect or town planner, or to have his name entered in either of the Lists, by making or producing or causing to be made or produced any false or fraudulent representation or declaration, either orally or in writing, and any person who assists him therein, shall be punishable with fine which may extend to five hundred rupees.
- (3) Whoever falsely pretends to be registered under this Ordinance or to have his name borne on either of the Lists, or, not being registered under this Ordinance or having his name borne on either of the Lists, uses with his name any words or letters representing that he is so registered or his name is so borne, irrespective of whether any person is actually deceived by such pretence or representation or not, shall be punishable with fine which may extend to five hundred rupees.
- (4) No person undertaking any professional, architectural or town planning work shall, unless he is registered under this Ordinance or his name is borne on either of the Lists, be entitled to recover before any court or other authority any sum of money for service rendered in such work.
- (5) No court shall take cognizance of any offence punishable under this Ordinance save on a complaint made by, or under the authority of, the Council.
- (6) No court inferior to that of a Magistrate of the first class shall try any offence punishable under this Ordinance.

29. Infringement of Code of Professional Conduct.

Any infringement of the Code of Professional Conduct framed under sub-section (3) of section 26 shall make a registered person liable to have his name removed from the Register.

30. Certain provisions to apply to unregistered architects and town planners:-

The provisions of sections 19, 20, 21, 22, 23 and 24, sub-section (3) of section 26, and sections 27, 28 and 29 shall mutatis mutandis apply to unregistered architects and unregistered town planners whose names are borne on the Lists.

31. Power to exempt:-

The Federal Government may, either on the recommendation of the Council or of its own motion, by notification in the official Gazette, exempt any person or class of persons, or any architectural town planning works or class of such works, from the operation of the provisions of section 28, subject to such conditions, if any as may be specified in the notification.

32. Commission of Inquiry:-

(1) Whenever it is made to appear to the Federal Government that the Council is not complying with any of the provisions of this Ordinance, the Federal Government may refer the particulars of the complaint to a Commission of Inquiry consisting of:-

- (a) a person who is, or has been or is qualified to be, a Judge of a High Court, to be appointed by the Federal Government.
- (b) an architect or town planner, to be nominated by the Federal Government; and
- (c) an architect or town planner, to be nominated by the Council.

(2) The Commission shall proceed to inquire and report to the Federal Government as to the truth of the matters charged in the complaint; and, in case of any charge of default or of improper action being found by the Commission to have been established, the Commission shall recommend remedies, if any, which are in its opinion necessary.

(3) The Federal Government may require the Council to adopt the remedies so recommended within such time as, having regard to the report of the Commission, it may think fit; and, if the Council fails to comply with any requirement, the Federal Government may amend the bye-laws or make such provision or order or take such other steps as it may deem necessary to give effect to the recommendations of the Commission.

(4) The Commission shall have power to administer oaths, to enforce the attendance of witnesses and the production of documents, and shall have all such other necessary powers for the purpose of any inquiry conducted by it as are exercised by a civil court under the Code of Civil Procedure, 1908 (Act V of 1908).

THE FIRST SCHEDULE

[See sections 2(a) and (n) and 10]

RECOGNISED ARCHITECTURAL AND TOWN PLANNING QUALIFICATIONS GRANTED BY INSTITUTIONS IN PAKISTAN

Name of Institution	Recognized Architectural and Town Planning Qualifications
PART I. ARCHITECTURE	
1. University of Engineering and Technology, Lahore.	Bachelor of Architecture.
2. Dawood College of Engineering and Technology, Karachi.	Bachelor of Architecture.
3. National College of Arts, Lahore	(1) National Diploma in Architecture (Five-Year Diploma). (2) 3-Year Diploma in Architecture (Discontinued in 1960).
4. Government School of Architecture, Karachi.	4-Year Diploma in Architecture (Discontinued in 1974).
PART II. TOWN PLANNING	
University of Engineering and Technology, Lahore.	(1) Master of Science in Town Planning. (2) Bachelor of Science in Town Planning. (3) Bachelor of Science in City and Regional Planning

SECOND SCHEDULE

[See sections 2(a) and (n) and 11]

RECOGNISED ARCHITECTURAL AND TOWN PLANNING QUALIFICATIONS GRANTED BY INSTITUTIONS OUTSIDE PAKISTAN

Name of Institution	Recognized Architectural and Town Planning Qualifications
PART I. ARCHITECTURE	
1. Middle East Technical University, Ankara, Turkey,	Bachelor of Architecture.
2. American University at Beirut, Lebanon	Bachelor of Science in Architectural Engineering.
3. Bangladesh University of Engineering and Technology, Dacca, Bangladesh.	Bachelor of Architecture.
4. University of Manchester, Manchester, U.K.	Bachelor of Architecture.
5. University of Nottingham, Nottingham, U.K.	Bachelor of Architecture.
6. University of Edinburgh, Edinburgh, U.K.	Diploma of Architecture.
7. Leeds Polytechnic, Leeds, U.K.	Diploma of Architecture.
8. Leicester Polytechnic, Leicester, U.K.	Diploma of Architecture.
9. Liverpool Polytechnic, Liverpool, U.K.	Diploma of Architecture.

* Please see list of qualifications added here as entry Nos. 5 to 8.
** Please see list of qualification added here as entry No. 2

10.	Architectural Association School of Architecture, London, U.K.	Diploma of Architecture.
11.	Polytechnic of Central London, London, U.K.	Diploma of Architecture.
12.	Oxford School of Architecture, College of Technology, Oxford, U.K.	Diploma of Architecture.
13.	University of Sheffield, Sheffield, U.K.	Diploma of Architecture.
14.	Brighton Polytechnic, Brighton, U.K.	Diploma of Architecture.
15.	Tasmanian College of Advanced Education, Tasmania, Australia.	Diploma of Architecture.
16.	University of Liverpool, Liverpool, U.K.	Bachelor of Architecture.
17.	California State Polytechnic College, St. Louis, California, U.S.A.	Bachelor of Architecture.
18.	University of Hawaii, Honolulu, Hawaii, U.S.A.	Bachelor of Architecture.
19.	University of Houston, Houston, Texas, U.S.A.	Bachelor of Architecture.
20.	University of Illinois, Chicago, Illinois, U.S.A.	Bachelor of Architecture.
21.	University of Illinois, Urbana, Illinois, U.S.A.	Bachelor of Architecture.
22.	Illinois Institute of Technology, Chicago, Illinois, U.S.A.	Bachelor of Architecture.
23.	Iowa State University, Ames, Iowa, U.S.A.	Bachelor of Arts in Architecture.
24.	University of Kentucky, Lexington, Kentucky, U.S.A.	Bachelor of Architecture.
25.	Massachusetts Institute of Technology, Cambridge, Massachusetts, U.S.A.	Bachelor of Architecture.
26.	University of Michigan, Ann Arbor, Michigan, U.S.A.	Bachelor of Architecture.
27.	University of Nebraska, Lincoln, College of Architecture, Nebraska, U.S.A.	Bachelor of Science in Architecture.
28.	University of Oregon, Eugene, Oregon, U.S.A.	Bachelor of Architecture.
29.	University of Pennsylvania, Philadelphia Pennsylvania, U.S.A.	Bachelor of Architecture.
30.	Princeton University, Princeton, New Jersey, U.S.A.	Bachelor of Architecture.
31.	University of Texas, Austin, Texas, U.S.A.	Bachelor of Architecture.
32.	Washington University, St. Louis, Missouri, U.S.A.	Bachelor of Architecture.
33.	Yale University, New Haven Connecticut, U.S.A.	Bachelor of Architecture.
34.	University of Texas, Arlington, Texas, U.S.A.	Bachelor of Science in Architecture.
35.	New York Institute of Technology, New York, U.S.A.	Bachelor of Science in Architecture.
36.	McGill University, Montreal, Canada.	Bachelor of Architecture.
37.	University of Calgary, Calgary, Alberta, Canada.	Bachelor of Architecture.

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| 38. | J.J. School of Architecture, Bombay, India. | Diploma in Architecture (Diploma Awarded up to 31 st December, 1980). |
| 39. | Delhi Polytechnic, New Delhi, India. | Diploma in Architecture (Diploma Awarded up to 31 st December, 1980). |
| 40. | Government College of Fine Arts, Hyderabad, India. | Diploma in Architecture (Diploma Awarded up to 31 st December, 1980). |
| 41. | State Board of Technical Education and Training Hyderabad, India.
* | Diploma in Architecture (Diploma Awarded up to 31 st December, 1980). |

PART II. TOWN PLANNING

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|-----|---|--|
| 1. | Graduate School of Ekistics, Athens, Technological Institute, Athens, Greece. | Master of Science in Ekistics. |
| 2. | Asian Institute of Technology, Bangkok, Thailand | Master in Human Settlements Planning. |
| 3. | Michigan State University, East Lansing Michigan, U.S.A. | Master in Urban Planning. |
| 4. | University of Hawaii, U.S.A. | Master of Urban and Regional Planning. |
| 5. | University of Nottingham, U.K.. | Master of Arts in Urban and Regional Planning. |
| 6. | University of Liverpool, U.K. | Master in Civic Design. |
| 7. | University of Edinburgh, U.K. | M. Phil, in Urban Design and Regional Planning |
| 8. | College of Technology, Oxford, U.K. | Four years Degree Course in Planning Studies. |
| 9. | Graduate School of Ekistics, Athens, Technological Institute Athens, Greece | Diploma in Ekistics (Discontinued in 1962). |
| 10. | University of Liverpool, U.K. | Diploma in Town Planning. |
| 11. | University of Edinburgh, U.K. | Diploma in Town Planning. |
| 12. | Durham University, U.K. | Post Graduate Diploma in Town Planning. |
| 13. | College of Technology, Oxford, U.K. | Diploma in Urban Planning. |
| 14. | University of New Castle Upon Tyne, Liverpool, U.K.
** | Post Graduate Diploma in Town Planning. |

**GENERAL
M. ZIA-UL-HAQ,**
President.

C.A. RAHMAN,
Secretary.

* Please see list of qualifications added here as entry Nos. 42 to 56
** Please see list of qualifications added here as entry Nos. 15 to 21

(Published in the Gazette of Pakistan Extraordinary dated September 27, 1984)

(Ordinance No. XLI of 1984)
AN
ORDINANCE

to amend the Pakistan Council of Architects and Town Planners Ordinance, 1983

WHEREAS it is expedient to amend the Pakistan Council of Architects and Town Planners Ordinance, 1983 (IX of 1983), for the purposes hereinafter appearing;

AND WHEREAS the President is satisfied that circumstances exist which render it necessary to take immediate action;

NOW, THEREFORE, in pursuance of the Proclamation of the fifth day of July, 1977, and in exercise of all powers enabling him in that behalf, the President is pleased to make and promulgate the following Ordinance:-

1. Short title and commencement:-

- (1) This Ordinance may be called the Pakistan Council of Architects and Town Planners (Amendment) Ordinance, 1984).
- (2) It shall come into force at once and shall be deemed to have taken effect on the seventh day of March, 1984.

2. Amendment of section 3, Ordinance IX of 1983:-

In the Pakistan Council of Architects and Town Planners Ordinance, 1983 (IX of 1983), hereinafter referred to as the said Ordinance, in section 3, in sub-section (6), for the words "one year" the words "two years" shall be substituted.

3. Amendment of section 4, Ordinance IX of 1983:-

In the said Ordinance, in section 4, in sub-section(2), for the words "one year" the words "two years" shall be substituted.

4. Amendment of section 9, Ordinance IX of 1983:-

In the said Ordinance, in section 9, in sub-section (3), for the words "one year" the words "two years" shall be substituted.

5. Amendment of section 15, Ordinance IX of 1983:-

In the said Ordinance, in section 15, in sub-section(2), for the full stop at the end a colon shall be substituted and thereafter the following proviso shall be added, namely:-

"Provided that, before issuing a direction as aforesaid, the Council shall give the institution concerned an opportunity of being heard".

6. Amendment of section 26, Ordinance IX of 1983:-

In the said Ordinance, in section 26, in sub-section(3), for the words "six months" the words "two years" shall be substituted.

GENERAL,
M. ZIA-UL-HAQ,
President.

JUSTICE
IRSHAD HASAN KHAN,
Secretary.

(Published in the Gazette of Pakistan Extraordinary dated January 13, 1984)

(Ordinance No. IV of 1994)

An Ordinance to amend the Pakistan Council of Architects and Town Planners Ordinance, 1983

WHEREAS it is expedient to amend the Pakistan Council of Architects and Town Planners Ordinance, 1983 (IX of 1983), for the purpose hereinafter appearing;

AND WHEREAS the National Assembly is not in session and the President is satisfied that circumstances exist which render it necessary to take immediate action;

NOW, THEREFORE, in exercise of the powers conferred by clause (1) of Article 89 of the Constitution of the Islamic Republic of Pakistan, the President is pleased to make and promulgate the following Ordinance:-

1. Short title and commencement:-

- (1) This Ordinance may be called the Pakistan Council of Architects and Town Planners (Amendment) Ordinance, 1994.
- (2) It shall come into force at once and shall be deemed to have taken effect on the seventh day of March, 1993.

2. Amendment of section 3, Ordinance IX of 1983:-

In the Pakistan Council of Architects and Town Planners Ordinance, 1983 (IX of 1983), in section 3, in sub-section (3), for the words and comma "for a period of ten years or till a separate Council of town planners is constituted, whichever is earlier" the words "till a separate council of town planners is constituted" shall be substituted.

**List of
Qualifications
added to the
Ordinance Schedules
(upto July 31, 1999)**

QUALIFICATIONS IN ARCHITECTURE AND TOWN PLANNING ADDED TO THE
FIRST SCHEDULE AND THE SECOND SCHEDULE OF THE PCATP ORDINANCE
1983 BY APPROVAL AND RECOGNITION OF THE COUNCIL UNDER SECTIONS
10 AND 11 OF THE ORDINANCE

ADDED TO PART I – ARCHITECTURE – IN THE FIRST SCHEDULE

Entry No.	Name of Institution	Recognised Architectural and Town Planning qualifications
5.	National College of Arts, Lahore	(1) 3-Year Diploma in Architecture (Discontinued in 1972) (2) Bachelor of Architecture
6.	Mayo School of Arts, Lahore	Diploma in Design
7.	Mehran University of Engineering and Technology, Jamshoro	Bachelor of Architecture
8.	Indus Valley School of Art and Architecture	Bachelor of Architecture
9.	NED – University of Engineering & Technology	Bachelor of Architecture
10.	Karachi University	Bachelor of Architecture

ADDED TO PART II – TOWN PLANNING – IN THE FIRST SCHEDULE

2.	Mehran University of Engineering and Technology, Jamshoro	Bachelor of City and Regional Planning
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ADDED TO PART I – ARCHITECTURE – IN THE SECOND SCHEDULE

42.	Educational and architectural Institutions of AUSTRALIA.	Qualifications recognized by the Architects Accreditation Council of Australia.
43.	Educational and architectural institutions of INDIA	Qualifications recognized by the Council of Architecture, India.
44.	Educational and architectural institutions of KENYA.	Qualifications recognized by the Architects and Quantity Surveyors Registration Board, Nairobi, Kenya.
45.	Educational and architectural institutions of MALAYSIA.	Qualifications recognized by Board of Architects, Malaysia.
46.	Educational and architectural institutions of Philippines	Qualifications recognize by Philippines Architectural Regulatory Board.
47.	Educational and architectural institutions of TURKEY.	Qualifications recognized by Union of Chambers of Turkish Engineers and Architects.
48.	Educational and architectural institutions of U.K.	Qualifications recognized by and/or registered with Architects Registration Council of U.K.
49.	Educational and architectural institutions of U.S.A.	Qualifications recognized by the National Architectural Accreditation Board of U.S.A.
50.	Educational and architectural institutions of CZECHOSLOVAK Socialist Republic (C.S.S.R.)	Architectural qualifications recognized by Czechoslovak Socialist Republic (C.S.S.R)
51.	Educational and architectural institutions of WEST GERMANY.	Architectural qualifications recognized by BDA (Bund Deutscher Architeecten), West Germany.
52.	Educational and architectural institutions of Islamic Republic of IRAN.	Architectural qualifications recognized by Ministry of Housing and Town Planning, Islamic Republic of Iran.

53.	Educational and architectural institutions of IRAQ.	Architectural qualifications recognized by Engineering Union, Iraq.
54.	Higher Educational and Architectural institution of U.S.S.R.	Diplomas/degrees in Architecture
55.	Educational and Architectural institutions of CANADA.	Qualifications recognized by the Canadian Architectural Certification Board, Toronto, Canada.
56.	King Fahd University of Petroleum and Minerals, Dhahran, SAUDI ARABIA.	Bachelor of Science in Architecture
57.	Setsunan, University of Osaka Japan	Bachelor of Engineering (Department of Architecture)
58.	Educational and Architectural Institution of Turkish Republic of Northern, Cyprus	Qualification recognized by Union of Chamber of Cyprus Turkish Engineers and Architects (Chamber of Architects)
59.	Higher Educational and Architectural institution of Ukrain Belarus and YaroSLAVL.	Diploma/Degrees in Architecture granted and institution of Ukrain Belarus and YaroSLAVL
60.	Educational and Architectural Institutions of France	Diploma of DESA and Architectural qualifications recognized by the French Ministry of National Education.

ADDED TO PART II – TOWN PLANNING – IN THE SECOND SCHEDULE

15.	Educational and Town Planning Institutions of CANADA.	Qualifications recognized by Canadian Institute of Planners, Canada.
16.	Educational and Town Planning Institutions of INDIA.	Qualifications recognized by Indian Institute of Town Planners, India.
17.	Educational and Town Planning Institutions of TURKEY.	Qualifications recognized by Chamber of Town Planners, Turkey.
18.	Educational and Town Planning Institutions of U.K..	Qualifications recognized by Royal Town Planning Institute, U.K. or institutions, professional bodies recognized by Royal Town Planning Institute, U.K.
19.	Educational and Town Planning Institutions of U.S.A.	Qualifications recognized by Planning Accreditation Board, U.S.A..
20.	Boston University, Boston, Massachusetts, U.S.A.	Master of Urban Affairs.
21.	Cornell University, Ithaca, New York, U.S.A.	Special Certificate Course in Planning 1947-49) with 24 credits.

**Bye-laws
of
Pakistan Council of Architects
and Town Planners**

Bye-laws of Pakistan Council of Architects and Town Planners

In exercise of the powers conferred by Section 26 of the Pakistan Council of Architects and Town Planners Ordinance, 1983 (Ordinance No. IX of 1983), the Pakistan Council of Architects and Town Planners is pleased to make the following bye-laws, namely:-

PAKISTAN COUNCIL OF ARCHITECTS AND TOWN PLANNERS BYE-LAWS 1983

PART I

GENERAL

1. (1) These bye-laws may be called the Pakistan Council of Architects and Town Planners Bye-laws, 1983
- (2) These by-laws shall come into force at once.
2. In these bye-laws, unless there is anything repugnant in the subject or context:-
 - (a) "Ordinance" means the Pakistan Council of Architects and Town Planners Ordinance, 1983 (Ordinance No. IX of 1983)
 - (b) "Branch Office" means a branch office of the Council established under bye-law 4;
 - (c) "Discipline" means a branch of architecture or town planning recognized by the Council from time to time:
 - (d) "Election Committee" means the Election Committee nominated by the Chairman under bye-law 25;
 - (e) "Form" means a form appended to these bye-laws or prescribed by the Council from time to time.
 - (f) "Inspector" means an Inspector appointed by the Council under Section 14 of the Ordinance;
 - (g) "Ministerial staff" includes Superintendents, Accountants, Assistants, Stenographers, clerks, typists, peons, chowkidars, malis and sweepers etc.;
 - (h) "Section" means a section of the Ordinance; and
 - (i) "Listed architect" or Listed town planner" means unregistered architect

or town planner whose name has been entered in the Lists under section 16 of the Ordinance.

3. The seal of the Council shall be authenticated by the joint signatures of the Chairman and the Registrar.
4. The headquarters of the Council shall be at Islamabad and branch offices may be established at such places as the Executive Committee may decide; provided during the tenure of the first Council the headquarters of the Council shall function at Karachi.

PART II

SUMMONING AND HOLDING OF MEETINGS OF THE COUNCIL ETC.

5. (1) Notice of an annual general meeting shall be dispatched by the Registrar to each member not less than thirty days before the date of the meeting.
- (2) Notice of an extra ordinary general meeting shall be dispatched by the Registrar together with the specific item / items to be discussed at such meeting to each member of the Council as soon as it may be practicable or published in at least one national daily, as the Chairman may direct.
- (3) In the case of annual general meeting the Registrar shall issue with the notice of the meeting a preliminary agenda showing the business to be brought before the meeting along with the names of the movers of the motions.
- (4) A member who wishes to move any motion not included in the agenda or an amendment to any item of the agenda shall give notice in writing thereof to the Registrar not less than twenty days before the date fixed for the meeting. The motion relating to

PART III

CONDUCT OF BUSINESS AT MEETINGS OF THE COUNCIL

architectural profession shall be moved by an architect and motion relating to town planning profession shall be moved by a town planner, and in the case of items of common interest, by any of them.

- (5) The Registrar shall issue complete agenda showing the business to be brought before the meeting not less than fourteen days before the date fixed for the meeting.
- 6. (1) A motion of an amendment to any motion, shall not be admissible –
 - (a) if the matter to which it relates is not within the scope of the Council's functions: or
 - (b) if it raises substantially the same question as a motion or an amendment which has been moved or withdrawn with the permission of the Council within one year of the date of the meeting at which it is proposed to be moved:

Provided that nothing in the byelaw shall operate to prohibit the further discussion of any matter referred to the Council by the Federal Government in the exercise of any of its functions under the ordinance; or
 - (c) if it does not raise, or clearly and precisely express substantially, one definite issue; or
 - (d) if it contains arguments, inferences, ironical expressions or defamatory statements; or
 - (e) if it is not moved by a member belonging to the respective profession.
- (2) The Chairman may disallow any motion which, in his opinion, is inadmissible:

Provided that if a motion can be rendered admissible by amendment, the Chairman may admit it in an amended form.
- (3) When the Chairman disallows or amends a motion, the Registrar shall inform the member who gave notice of the motion of the order of disallowance or, as the case may be, of the amended form in which the motion has been admitted, as expeditiously as may be possible.

- 7. Every meeting of the Council shall be presided over by the Chairman, or if he is absent, by any one of the Vice-Chairmen or, if both the Chairman and the Vice-Chairmen are absent, by a Chairman to be elected by the members present from amongst themselves.
- 8. The quorum to constitute an annual or extraordinary meeting of the Council shall be fifty:

Provided that at a meeting held to seek amendment to these bye-laws the presence at least 20% of the total membership of each discipline shall be necessary.
- 9. If, at the time appointed for a meeting, a quorum is not present the meeting shall not commence until a quorum is present, and if the quorum is not present on the expiration of sixty minutes from the time appointed for the meeting, the meeting shall stand adjourned for the next following day at the same time and place and for such adjourned meeting no quorum shall be required:

Provided that if a quorum is not present at an extraordinary general meeting, the meeting shall stand cancelled.
- 10. (1) Every matter to be determined by the Council shall be determined by a majority of votes of those present and voting on a motion moved by a member and put to the Council by the Chairman.
- (2) Such matters as relate to a particular discipline, shall be decided by a majority of votes of members of the same discipline.
- (3) Vote shall be by show of hands or by division or by ballot, as the Chairman may direct.

Provided that the voting shall be by ballot if majority of the members so demand;

Provided further that, if the voting has been by show of hands, a division shall be taken if a member asks for it.
- (4) The result of the voting shall be announced by the Chairman and shall not be challenged.

- (5) In the event of an equality of votes, the Chairman shall have a casting vote.
11. When motions identical in purport stand in the names of two or more members, the Chairman shall decide whose motion shall be moved and the other motion or motions shall thereupon be deemed to have been withdrawn.
12. (1) Every motion or amendment shall be seconded and if not seconded shall be deemed to have been withdrawn.
- (2) When a motion has been seconded it shall stated by the Chairman.
- (3) When a motion has been thus stated, it may be discussed as a question to be resolved either in the affirmative or in the negative or any member may, subject to bye-laws 13 and 14 move amendment to the motion:
- Provided that the Chairman shall not allow an amendment to be moved which, if it has been a substantive motion, would have been inadmissible under bye-law 6.
13. (1) An amendment must be relevant to and within the scope of the motion to which it is proposed.
- (2) The Chairman shall not allow an amendment to be moved which has merely the effect of a negative vote.
- (3) The Chairman may refuse to allow an amendment which in his opinion is frivolous.
14. A motion may be amended by the omission, insertion, substitution or addition of words.
15. (1) When a motion or amendment is under debate, no proposal with reference thereto shall be made other than:-
- (a) an amendment of the motion or of the amendment, as the case may be;
- (b) a motion for the adjournment of the debate on the motion or amendment either to a specified date and hour or sine die;
- (c) a motion for closure, that is to say, a motion that the question be now put;
- (d) a motion that the Council, instead of proceeding to deal with the motion, do pass to the next item on the agenda:
- Provided that no such motion or amendment shall be moved as to interrupt a speech.
- (2) It shall be the discretion of the Chairman to put to or to refuse to put to the Council a proposal of the nature referred to in paragraph (b) of clause (1).
- (3) Unless the Chairman is of the opinion that the motion for closure curtails the right of reasonable debate, he shall forthwith put a motion that the question be now put, and if that motion is carried the substantive motion or amendment under debate shall be put forward:
- Provided that the Chairman may allow the mover of the substantive motion to exercise his right of reply before the substantive motion under debate is put.
16. A proposal to adjourn the debate to a specified date and hour may be made at any time provided that it shall not interrupt a speech and it shall be the discretion of the Chairman to put or to refuse to put such a proposal to the Council.
17. A motion or an amendment which has been moved and seconded shall not be withdrawn save with the permission of the Chairman.
18. When a motion has been moved and seconded, members other than the mover or seconder may speak on the motion in such order as the Chairman may direct:
- Provided that the seconder of a motion or an amendment may, with the permission of the Chairman, confine himself to seconding the motion or amendment, as the case may be, and speak thereon at any subsequent stage of the debate.
19. During the meeting, the Chairman may at any time make any observation or suggestion or give information to elucidate any point to help the members in the discussion.
20. (1) The mover of an original motion and the mover of any amendment, if permitted by the Chairman, shall be entitled to a right of final reply:
- Provided that any member at any stage of the debate may rise or a point of order, but no speech shall be allowed on that point:

Provided further that a member who has spoken on a motion may speak again on an amendment subsequently moved to the motion.

- (2) No member shall, save with the permission of the Chairman, speak for more than five minutes.
 - (3) A speech shall be strictly confined to the subject matter of the motion or amendment on which it is made.
 - (4) Any motion or amendment standing in the name of a member who is absent from the meeting or unwilling to move it may be brought forward by any other member with the permission of the Chairman.
21. (1) When an amendment to any motion is moved and seconded or when two or more such amendments are moved and seconded, the Chairman shall before taking the consent of the Council thereon, state or read the text of the original motion and of the amendment or amendments proposed.
- (2) An amendment to a motion shall be put to the vote first.
 - (3) If there be more than one amendment to a motion, the Chairman shall decide in what order the amendments shall be taken.
22. When any motion involving several points, has been discussed, it shall be the discretion of the Chairman to divide the motion and put each or any point separately to the vote as he may think fit.
23. (1) The Chairman shall decide any point of order which arises and his decision shall be final.
- (2) If any question of procedure arises in respect of matter for which these bye-laws make no provision, the Chairman shall decide the same and his decision shall be final.

PART IV

ELECTION OF THE EXECUTIVE COMMITTEE

24. In this part:-

- (a) "candidate" means a member proposed as a candidate for election as a member of the Executive Committee including those of the offices of Chairman and Vice Chairmen; and

(b) "election" means election to the Executive Committee including those to the offices of Chairman or Vice-Chairmen.

25. Election shall be held every two years so as to conclude 15 days before the expiry of the term of the outgoing members.
26. There shall be an Election Committee consisting of the Registrar, two registered architects and two town planners, not being members of the Executive Committee, one of whom will be designated as its convener, to be nominated by the Chairman.
27. The Register containing the names of registered architects and registered town planners shall be treated as voters list and it shall be the duty of each voter to have his address corrected in case of any change in his address.
28. Only such members of the Council as will be borne on the Register till the date on which the schedule of election is published in the Press under Bye-law 31 shall be eligible to vote.
29. To be eligible for nomination and election as member of the Executive Committee, the following qualifications should be fulfilled by the candidates, namely:-
 - (1) The candidate should be a member of the Council duly registered before the 30th June of the year in which election is to take place.
 - (2) The candidate must possess the following experience:
 - (a) in the case of candidates for the office of the Chairman, not less than 15 years as an Architect;
 - (b) in the case of candidates for the offices of the Vice-Chairmen, not less than 15 years as an Architect or as Town Planner, as the case may be;
 - (c) in the case of candidates for the office of the member of the Executive Committee, not less than five years' experience as an Architect or Town Planner, as the case may be.
 - (3) No person shall be qualified to be elected as Chairman, Vice-Chairmen or as a member of the Executive Committee for more than two consecutive terms.

- (4) No person shall be qualified to be elected as a member of the Executive Committee, if he has already been nominated as a member by the architectural and town planning institutes in terms of clause (d) of sub-section (2) of Section 9 of the Ordinance, before the date fixed for such nomination.
- (5) No person shall be qualified to be elected as a member of the executive Committee, if he has already been nominated as a member of the Election Committee by the Chairman or is already serving as a Registrar.
30. Nominations against the two offices of the members of the Executive Committee under clause (d) of subsection (2) of Section 9 of the Ordinance shall be called for by the Chairman from the recognized architectural and town planning institutions and finalized before the election schedule is announced by the Election Committee. In case more than two nominations have been received against the two seats the Chairman shall accept only two nominations by applying the following criteria:
- (a) nominees who have served for two consecutive terms as members of the Executive Committee shall be eliminated; then.
- (b) nominees who have served for one term shall be eliminated: then
- (c) nominees selected by the Executive Committee by drawing of lots shall be accepted.
31. After finalizing the nominations against the two seats as in bye-law 30, the Election Committee shall, at least 12 weeks before the election date, cause a notice to be published in two national dailies calling upon the members to elect a Chairman, Vice-Chairmen and such number of members of the executive Committee from each discipline as may be required under Section 9 of the Ordinance, laying down a time table for the election and allowing the following minimum time periods between the various stages of the election together with an indication of reservation of seats to give regional representation etc.
- (a) nomination papers to be received at least 10 weeks before the election;
- (b) withdrawal of nominations would be allowed not later than seven weeks before election;
- (c) scrutiny of nomination papers to be completed at least six weeks before election;
- (d) ballot papers to be posted at least four weeks before election;
- (e) ballot papers by post should be returned and received at least 72 hours before election
- (f) counting of votes to begin immediately after the voting time has expired and
- (g) results would be announced immediately after the counting is over.
32. A member from a discipline may propose or second the names of only two members from same discipline for election to the offices of Vice-Chairmen and one member of the Executive Committee:
- Provided that for the office of the Chairman, a candidate may be proposed or seconded by a member from either of the disciplines.
33. Every proposal for nomination shall be made through a separate nomination paper in the prescribed form (obtainable from the office of the Council) signed by the proposer and the seconder who should give their registration number and the number of national identity card, accompanied by a certificate by the candidate to the effect that he is qualified to be elected to the office and consents to the nomination.
34. A person may be nominated through more than one nomination paper.
35. Every nomination paper shall be delivered or sent by registered post so as to reach the Registrar by the last date fixed by the Election Committee.
36. A candidate wishing to withdraw his nomination may do so and submit a declaration to this Committee before the scrutiny of nomination paper is over.
37. (1) The candidates, their proposers and seconders may attend the scrutiny of the nomination papers, and the Election Committee shall give them reasonable opportunity for examining all nomination papers delivered or sent to the Registrar under bye-law 35.

- (2) The Election Committee shall, in the presence of the persons attending the scrutiny under clause (1), examine the nomination papers and decide any objection raised by any such person to any nomination.
- (3) The Registrar shall endorse on each nomination paper the decision of the Election Committee accepting or rejecting it.
38. The Election Committee shall, after the scrutiny of nomination papers, prepare a list of candidates who have been validly nominated.
39. Leaving aside the election to the offices of the Chairman and the Vice-Chairmen, at least one candidate from each province having his business address registered with the Council in that province from each discipline shall be elected on the basis of highest number of votes cast in his favour, and for the remaining vacancies, if any, candidate or candidates securing the highest number of votes irrespective of his or their registered places of business, shall be declared elected:
- Provided that if no candidate is nominated from a particular province, or if nominated, fails to get a minimum of three votes, his vacancy shall be filled up on the basis of merit irrespective of the place of his registered business address.
40. (1) Where, after scrutiny under bye-law 37, the number of validly nominated candidates from a discipline is less than or equal to the number of members to be elected from the discipline, the Election Committee shall declare such candidates to be elected to the membership of the Executive Committee and send a return to the Chairman.
- (2) On receipt of the return under clause (1), the Chairman shall declare by public notice the names of the elected candidates.
- (3) Where the number of candidates declared elected under clause (2) of bye-law 40 is less than the number of members of the Executive Committee to be elected from a discipline, fresh proceedings shall be commenced in accordance with the provisions of these bye-laws in respect of the seats remaining vacant.
- (4) If the number of candidates exceeds the number of members of the
- Committee to be elected from a discipline, the Registrar shall, upon request, send to every member of the Council by registered post a ballot paper containing the names of all the validly nominated candidates and specifying the number of members to be elected from each discipline.
- 4.1 Ballot papers shall be sent by registered post to eligible voters upon request and the postal registration receipt shall be taken as conclusive proof of such dispatch.
42. (1) Each member shall have as many votes as the number of members to be elected from the discipline to which he belongs, besides one vote each for the office of the Chairman and one Vice-Chairman of the respective discipline.
- (2) Each voter shall mark the ballot paper with a cross mark but shall not sign his name or mark it in any other way so as to disclose his identity in any manner and return the same either personally to the Registrar or sent it to the Registrar by registered post so as to reach him 72 hours before the time fixed for election by the Election Committee.
43. (1) Immediately after the casting of votes, the Election Committee shall proceed with the counting of votes. The candidates or their authorized representatives may attend the counting.
- (2) The Election Committee shall reject the ballot papers which in their opinion are not properly marked in accordance with the directions given in the ballot papers or received after the appointed time.
- (3) On the completion of counting, the Election Committee shall prepare and certify a return of election specifying the name of and the total number of votes received by each contesting candidate and submit the same to the Chairman.
- (4) If the votes cast in favour of two or more candidates are found to be equal, the election committee shall determine by lot which of the candidate is to be declared elected.
- (5) On receipt of the return of the election under clause (3), the Chairman shall declare the names of the elected candidates.

44. No election shall be held invalid by reason only of an omission in good faith to send the ballot paper by post to any voter borne on the voters List.
45. Any objection or complaint against the election may be filed by any member with the Chairman who shall, after calling the report on the objection or complaint from the Election Committee, decide the issue and his decision shall be final.

PART V

SUMMONING AND HOLDING OF MEETINGS OF THE EXECUTIVE COMMITTEE CONDUCT OF BUSINESS THREAT

46. The meetings of the Executive Committee shall be generally governed by the provisions of PART III of these bye-laws.
47. (1) The Executive Committee shall meet before the annual general meeting of the Council and at such other times and places as the Chairman may determine:
- Provided that at least three meetings of the Executive Committee shall be held in one year.
- (2) Notice with agenda of a meeting of the Executive Committee shall ordinarily be circulated 15 days before the meeting.
- (3) The quorum to constitute a meeting of the Executive Committee shall be one third of the total number of members of the Committee including the Chairman and Vice-Chairmen, At least two members from each discipline shall be present.
- (4) The Executive Committee may invite any member to attend a meeting of the Committee but the member so invited shall have no right of vote.
48. If any question of procedure arises in respect of a matter for which these bye-laws make no provision, the Chairman shall decide the same and his decision shall be final.

PART VI

MODE OF APPOINTMENT OF OTHER COMMITTEES AND CONDUCT OF BUSINESS AT SUCH MEETINGS

49. (1) The Council and the Executive Committee may appoint one or more

Committees consisting of its members for the consideration of any special business.

- (2) The Chairman of such committee shall be appointed by the Council or the Executive Committee, as the case may be, at the time of appointing the Committee.
- (3) The Quorum to constitute a meeting of such committee shall be determined at the time of its appointment.
- (4) All decisions at such meetings of the committee shall be taken by majority of votes and in case of equality of votes, the Chairman of such committee shall have a casting vote.
- (5) The reports of such committees shall be submitted to the Executive Committee and in the case of a Committee appointed by the Council, the Executive Committee will present the Report to the Council at its next meeting along with its views.

PART VII

MINUTES OF THE MEETINGS OF THE COUNCIL AND EXECUTIVE COMMITTEE

50. A record of the proceedings of the meetings of the Council and the Executive Committee shall be preserved in the form of minutes which shall be authenticated, after confirmation by the signature, of the Chairman.
51. (1) A copy of the minutes of each meeting of the Council shall be submitted to the Chairman within fifteen days of the meeting and authenticated by him and shall then be sent to each member within thirty days of the meeting after authentication by the Chairman.
- (2) A copy of the minutes of a meeting of the Executive Committee shall be submitted to the Chairman within ten days of the meeting for authentication by him and shall then be sent to the members of the Executive Committee within ten days after authentication by the Chairman.
52. The minutes of each meeting of the Council shall contain such motions and amendments as have been moved and adopted, or negated, with the name of the mover and the seconder, but without any record of comments or observations made by any member at the meeting.

53. The minutes of each meeting of the Executive Committee shall contain only the points raised and the decision taken on each point in impersonal form.
54. If any objection regarding the correctness of the minutes if received by the Registrar within 15 days of the dispatch of the minutes, such objection shall be put before the next meeting of the Council or the Executive Committee, as the case may be, for information and no question shall be raised except as to the correctness of the records of the meeting.

Provided that, if no objection regarding a decision taken at a meeting of the Council or the Executive Committee is received within fifteen days of the dispatch by the Registrar of the minutes of that particular meeting, such decision may, if expedient, be put into effect before the confirmation of the minutes at the next meeting:

Provided further that, where considered expedient, the Chairman may direct that action be taken on a decision of the Council or the Executive Committee, as the case may be, before the expiry of the period of 15 days.

55. The minutes of the meetings of the Council and the Executive Committee shall, as soon as is practicable after their confirmation, be printed in a volume which shall be permanently preserved.

PART VIII

RESIGNATION OF MEMBERS AND FILLING OF CASUAL VACANCIES

56. A member desiring to resign his seat on the Executive Committee shall send his resignation in writing to the Chairman and his resignation shall take effect on the date specified by him in this behalf or on the date of receipt of his resignation by the Chairman, whichever is later.
57. When a casual vacancy occurs by reason of death or resignation of a member of the Executive Committee or for any other reason, a report shall be made forthwith by the Chairman to the respective professional institution which nominated the member which shall take steps to have the vacancy filled by nomination by the authority by which that member was nominated, in case of a nominee, and, in case of a vacancy of an elected member, it shall be filled in by the Executive Committee through co-option, till the next elections are held.

PART IX

POWERS AND DUTIES OF THE CHAIRMAN AND VICE-CHAIRMAN

58. The Chairman shall exercise such powers and perform such duties as are conferred or imposed on him by the Ordinance, these bye-laws and the standing orders of the Council and the Executive Committee. He shall do such acts as he considers necessary in the furtherance of the objects for which the Council is established.
59. If the office of the Chairman is vacant or if the Chairman for any reason is unable to perform the duties of his office, any Vice-Chairman shall exercise the powers and perform the duties of the Chairman.

PART X

APPOINTMENT, POWERS AND DUTIES OF THE REGISTRAR AND OTHER STAFF OF THE COUNCIL

60. The terms and conditions of appointment of the Registrar shall be such as may be determined by the Executive Committee.
61. (1) The Registrar shall act as Secretary to the Executive Committee and the Council and shall perform such duties as are imposed on him by the Ordinance, these bye-laws and Standing Orders of the Council and the Executive Committee. He shall be responsible for the safety of all the assets of the Council and the control and management of the office, accounts and all correspondence and shall perform all such duties, as may be required by the Executive Committee for the purposes of the Ordinance. He shall attend and record proceedings of the meetings of the Council, the Executive Committee and such other committee, as the Chairman may direct.
- (2) The Registrar shall, not less than ninety days before the expiry of the term of any existing appointment, draw the attention of the Chairman to the approaching vacancy. The Chairman Executive Committee shall appoint or nominate such officer as may be deemed necessary to carry out the purposes of the Ordinance.
62. The powers and duties of the officers and staff shall be such as may be laid down from time to time in Standing Orders framed by the Executive Committee.

63. The Registrar shall appoint the ministerial staff and other staff, as may be required from time to time at a reasonable rate of remuneration on such terms and conditions as may be approved by the Chairman.

PART XI

APPOINTMENT, POWERS, DUTIES AND PROCEDURE OF INSPECTORS

64. The inspection of examinations and evaluation of curricula under Section 14 of the Ordinance shall be carried out in accordance with the following bye-laws namely:-

- (1) It shall be the duty of the Registrar periodically to ascertain from the architectural and town planning institutions in Pakistan the dates and places of the examinations with which the Council is concerned.
- (2) The Council shall appoint not less than three Inspectors from each discipline from amongst the members of the Council from each discipline to attend such qualifying and other examinations or institutions as the Council or the Executive Committee may direct to report thereon and at least one inspector from each discipline shall be a teacher with a teaching experience of at least five years in that discipline.
- (3) Every Inspector shall receive from the Chairman a formal commission in writing under the seal of the Council specifying the examination or examinations or institutions which he is required to inspect and shall submit his report to the Executive Committee.
- (4) It shall be the duty of the Inspector:-
 - (a) to make himself acquainted with any, previous reports on the qualifying examinations or institutions which he is required to inspect. He shall be provided with a copy of these documents and instructions of the Council by the Registrar;
 - (b) to attend personally to every examination or institution which he is required to inspect but he shall not interfere with the conduct of any examinations;
 - (c) to report to the Council through the Executive Committee his independent

opinion as to the sufficiency or otherwise of any such examination, the course of study and facilities for teaching provided by the institution;

- (d) to set forth in his reports all necessary particulars as to the questions asked in written, oral and practical parts of the examination inspected by him, the equipment provided for practical examination, the arrangements made for invigilation and such other details as may be required for determining the scope and character of the examination.
- (e) to include also in his reports a statement of the extent to which the instructions of the Council or the Executive Committee in regard to professional architects and town planners have been carried out in the case of each examination inspected by him and also to what extent the recommendations of the Council on professional education have been given effect to in the education of the students in the particular subject or subjects with which he is concerned.
- (5) The report of the Inspector, which shall be treated as confidential, shall be considered by the Executive Committee after obtaining the views of the institution concerned on any aspect or aspects of the report considered necessary. The final views and recommendations of the Executive Committee shall be communicated by the Chairman to the institution concerned for appropriate action and to the Federal Government and Provincial Governments for information and the Chairman shall inform the Council of action taken in this regard.
- (6) No Inspector shall be appointed for the inspection of an institution in which he is employed.

PART XII

FINANCE AND ACCOUNTS

65. The Council is authorized to receive all kinds of fees, late fees, surcharge, grants, donations or subscriptions and benefactions, as laid down in the Ordinance, these bye-laws and Standing the Orders of the Council or the Executive Committee, from members, persons and bodies of persons, Federal Government, Provincial

Governments and to realize sale proceeds of its reports/periodicals/publications/printed registers or extracts there from etc. It is also authorized to raise funds to meet any expenditure of a special nature e.g. for arranging seminars, local or international conference, workshops etc. by other law full means.

66. The bankers of the Council shall be any of the nationalized banks of Pakistan. All funds of the Council shall be paid into the Council's accounts and shall be withdrawn by means of cheques signed by the Chairman/Vice-Chairman and the Registrar/Accountant. The cheque books shall remain the personal custody of the Registrar.

67. Such funds of the Council as are in excess of the current requirements shall from time to time be invested in such manner as the Executive Committee may direct.

68. The investment of the funds of the Council shall be made in the name of the Council. The safe custody of the receipts shall remain in the personal charge of the Registrar and shall be verified once in a calendar year with the Register of Securities and a certificate of verification shall be recorded by the Registrar and countersigned by the Chairman.

69. The Registrar, in consultation with the Chairman, shall prepare detailed estimates of the receipts and expenditure for the next financial year and shall submit the same for approval of the Executive Committee and for sanction by the Council at its annual general meeting.

70. The funds of the Council shall not be appropriated to expenditure on any item which has not been sanctioned by the Council except with the prior approval of the Executive Committee or Chairman.

71. The primary units of appropriation shall be the pay of officers, pay of establishment, allowances and honoraria, contingencies and the provident fund contributions:

Provided the Chairman with the approval of the Executive Committee, may open a new unit of appropriation, funds for which have been raised for a special purpose.

72. The Chairman shall have power to re-appropriate funds from one unit of appropriation to another within the total sanctioned estimates. Copies of the orders of the sanction of such re-appropriation by the Chairman shall be placed before the Executive Committee.

73. The Chairman shall have power to sanction cash expenditure of an amount not exceeding two thousand five hundred rupees in each case and the Registrar shall have power to sanction expenditure of a contingent nature of an amount not exceeding five hundred rupees in each case within the sanctioned budget.

74. A permanent imprest of two thousand rupees shall be kept with the Registrar.

75. The Registrar shall be the certifying officer in respect of traveling, halting and other allowances to members of the Executive Committee, Inspectors, Officers and staff of the Council and the Chairman for those of the Registrar.

76. The Council shall keep the following registers of accounts and stocks:

1. A Cash Book.
2. A Classified Abstract.
3. A Register of Securities.
4. A Register of stock and furniture.
5. A Register of stock of cheque books.
6. A Register of leave accounts.
7. A Register of Provident Fund Contributions, and other registers required from time to time.

77. (1) Monthly account shall be compiled in the Classified Abstract according to the primary units of appropriation. Suitable secondary units may be opened at the discretion of the Registrar who shall be responsible for due preparation and maintenance of all accounts and registers.

(2) The audit of accounts of the Council shall be conducted by a firm of Chartered Accountants appointed by the Council.

(3) The audit report shall be placed before the Executive Committee once in a year before its submission to the Council.

PART XIII

MAINTENANCE, COMPILATION AND PUBLICATION OF THE REGISTER

78. (1) Any person possessing a recognized architectural/town planning qualification

- may apply to the Registrar for registration on prescribed forms along with proof of possessing such qualifications and the required documents and, on approval by the Enrolment Committee constituted under Section 17 of the Ordinance, the Registrar shall enter his name and other particulars in the respective register on receipt of the prescribed fee.
- (2) When a person is granted a temporary licence under Section 12 of the Ordinance the period for which and the conditions subject to which the licence has been granted shall be recorded in the Register. The form in which a temporary licence shall be granted will be laid down by the Enrolment Committee and shall bear the seal of the Council duly authenticated by the signatures of the Chairman and the Registrar.
- (3) When a person is granted a temporary licence under Section 12 of the Ordinance the period for which and the conditions subject to which the licence has been granted shall be recorded in the Register. The form in which a temporary licence shall be granted will be laid down by the Enrolment Committee and shall bear the seal of the Council duly authenticated by the signatures of the Chairman and the Registrar.
79. An Index Card showing the particulars, specimen signatures and photograph of each member shall be maintained by the Registrar in the prescribed forms.
80. The Registrar shall maintain two Registers of professional architects and town planners and two lists of unregistered architects and town planners and shall from time to time revise the Registers and the lists in the light of information received from applicants and publish it in the manner prescribed in these bye-laws.
81. The Registrar shall issue a certificate of registration to every registered architect and town planner in the prescribed form and enter his name in the respective register in the order in which the applications for registration are received by him through the Enrolment Committee.
82. The Registrar shall issue a certificate of entry of name in the list of the unregistered architects and town planners on prescribed forms and enter his name in the respective list in the order in which the applications for such enlistment are received by him through the Enrolment Committee.
83. Each page of the Registers and the Lists will be verified by the signature of the Registrar.
84. Any person whose name has been entered in the Registers and Lists shall be supplied with a copy each of the Code of Professional Conduct and these bye-laws.
85. (1) The Registrar shall, as and when directed by the Council, cause to be printed and published in an alphabetical order any part of the Registers or Lists.
- (2) At the end of each printed part of the Registers or the Lists shall be entered separately:-
- (a) The total number of registered professional architects and town planners in the Register/List printed previously.
- (b) The number of professional architects and town planners added (i) by registration since the previous printing of that part of the Register/List, and (ii) by restoration to the Register or List.
- (c) The number of registered professional architects and town planners who have died since the previous printing of that part of the Register or List.
- (d) The number of the registered professional architects and town planners removed from the Register / List since the previous printing.
- (e) The number remaining in the printed part of the Register/List.
- (3) Each printed part of the Register and List shall be issued to the members on demand on payment of prescribed fee.

PART XIV

FEE

86. Such fee, as may be prescribed by the Executive Committee from time to time shall be charged from architects and town planners who apply for registration or enlistment, under bye-law 78.
87. The fee for a temporary licence under Section 12 of the Ordinance shall be Rs. 1,000/- valid for one year or as may be prescribed by the Executive Committee.
88. An applicant who applies for a duplicate copy of his Registration Certificate or Enlistment Certificate or for an alteration in his name shall pay to the Registrar in the form of Pay Order/

Bank Draft a fee as may be prescribed by the Executive Committee, for each duplicate copy or alteration and shall furnish such particulars as the Registrar may require:

Provided that a female applicant who applies for the change of her name by reason of her marriage shall be exempted from payment of such fee.

89. The annual fee for renewal of registration and enlistment shall be as prescribed by the Executive Committee for registered and listed architects and town planners. The registration or enlistment shall expire on the 31st December and an application for renewal of registration or enlistment shall be made on or before the 31st of January following, failing which surcharge as may be prescribed by the Executive Committee shall be payable during the year.
90. The fee for the restoration of registration of a registered architect or town planner who applies for registration under sub-section (3) of Section 19 of the Ordinance shall be as prescribed by the Executive Committee from time to time.

PART XV

PROCEDURE OF INQUIRY AGAINST REGISTERED AND LISTED ARCHITECTS AND TOWN PLANNERSEE

91. A complaint from a Government / Semi Government Department, person or persons charging registered or listed architect or town planner, hereinafter referred to as the respondent, with professional misconduct must be in writing, addressed to the Registrar and shall state the grounds of complaint clearly and shall, except when the complaint is made by a Government Department, be accompanied by one or more declarations as to the facts of the case on oath.
92. Every declaration must state the description and true place of abode of the declarant and, where the fact stated in a declaration is not within the personal knowledge of the declarant, the source of information and grounds for the belief of the declarant in its truth must be accurately and fully stated.
93. (1) The Registrar shall place the written complaint and all other documents bearing on the case that may have been received before the Chairman, who shall, if he thinks fit, instruct the Registrar to ask the respondent by means of a registered letter for

explanation within such time as may be fixed by the Chairman. After the expiry of that time, the documents with the explanation, if any, shall be referred for consideration to the Inquiry Committee which shall have power to cause further investigations to be made and further evidence, to be taken and, if necessary, obtain further legal or other advice.

- (2) On completion of its investigation, the Inquiry Committee shall submit its report to the Executive Committee and, if the Executive Committee considers that the case is one in which an inquiry ought to be held by a Tribunal of Inquiry, the Executive Committee shall constitute a Tribunal of Inquiry under Section 21 of the Ordinance and the Registrar shall notify the respondent about the constitution of the Tribunal to deal with his case.
94. (1) The Tribunal shall fix a date of hearing and send a notice to the respondent in writing.
- (2) The notice under clause (1) shall:-
- (a) specify the nature and particulars of the charge;
- (b) fix the date, place and time on which the Tribunal intends to deal with the case; and
- (c) call upon the respondent to answer the charge in writing and to appear before the Tribunal on the appointed date, place and time.
95. The notice referred to in bye-law 94 shall be sent at least twenty one days before the date of the inquiry and shall be accompanied by a copy each of the Ordinance, these bye-laws and the Code of Professional Conduct. A copy of the notice shall, at the same time, be sent to the complainant.
96. In every case in which the Executive Committee resolves that an inquiry shall be instituted by a Tribunal of Inquiry and a notice for an inquiry is issued by the Tribunal accordingly, the complainant and the respondent, shall, upon request in writing for that purpose signed by him or his legal representative, be entitled to be supplied by the Tribunal with a copy of any declaration, explanation, answer or other document given or sent to the Tribunal by or on behalf of the other party, which such other party will be entitled, on proper proof to use at the hearing as evidence in support of, or in answer to, the charge specified in the notice of enquiry.

97. An application made by the respondent between the date of issue of the notice and the date appointed for the hearing of the charge shall be dealt with by the Chairman in such manner as he may think fit.
98. All material documents which are to be laid before the Tribunal as evidence in regard to the case shall be furnished to each member of the Tribunal before the hearing of the case.
99. At the hearing of the case by the Tribunal, the complainant and the respondent may be represented or assisted by a legal representative.
100. Where a complainant appears personally or through a legal representative, the order of the procedure shall be as follows:-
- (1) The Registrar will read to the Tribunal the notice of the inquiry addressed to the respondent.
 - (2) The complainant will then be invited to state his case either himself or through his legal representative, and to produce his evidence in support of it. At the conclusion of the complainant's evidence, his case will be close.
 - (3) The respondent will then be invited to state his case either himself or through his legal representative and to produce his evidence in support of it.
 - (4) At the conclusion of the respondent's case, the Tribunal will, if the respondent has produced evidence, hear the complainant in reply on the case generally but will receive no further evidence, except in very special case in which the Tribunal may think it right to receive such further evidence. If the respondent produces no evidence, the complainant will not be heard in reply, except by special leave of the Tribunal.
 - (5) Where a witness is produced by any party before the Tribunal, he will first be examined by the party producing him. The other party will have the right to cross-examine the witness. The Tribunal may refuse to admit in evidence any declaration where the declarant is not present or declines to submit to cross-examination.
 - (6) The Chairman and members of the Tribunal may put questions to any witness.
101. Where no complainant appears, the order of the procedure shall be as follows:-
- (1) The Registrar will read to the Tribunal the notice of inquiry addressed to the respondent and will produce before the Tribunal the evidence by which it is supported.
 - (2) The respondent will then be invited to state his case himself or through his legal representative and to produce his evidence in support of it.
102. (1) Upon the conclusion of the case, the Tribunal shall deliberate thereon in private and, at the conclusion of the deliberations, the Chairman of the Tribunal shall call upon the Tribunal to vote on the question whether the respondent is or is not guilty of the professional misconduct.
- (2) The Tribunal shall, after deciding by a majority of votes whether the respondent is guilty of professional misconduct or not, forward its recommendations as required under section 22 of the Ordinance to the Executive Committee.
 - (3) The Executive Committee shall consider the recommendations of the Tribunal within a period of six weeks from the date of receipt of the recommendations and pass such orders as it may deem fit.
103. If the name of any registered or listed architect or town planner is removed from the Register or List as a result of the inquiry, the Registrar shall send intimation of such removal, as soon as may be practicable, by registered post to the Licensing body or bodies from whom the said respondent received his licence for appropriate action.
104. (1) The Executive Committee may either of its own or upon application made to it, within a period of thirty days from the date of its order under bye-law 102, review its order after giving reasonable notice to the parties affected thereby and while so reviewing modify, reverse or confirm the order. In modify, reverse or confirm the order. In case the order is reversed or modified, the Registrar shall as soon as possible inform the persons and authorities mentioned in Bye-law 103 of such reversal or modification and ask them to take necessary steps to put such order into effect.
- (2) Where as a result of the order under bye-law 102, the name of a respondent

has been removed from the register or the list altogether and the Executive Committee does not review it or upon review confirms it, the respondent may, after the expiry of not less than one year following the removal of his name, apply for grant of registration/enlistment to the Council through the Chairman. The Chairman shall place the case of the respondent before the next meeting of the Council with its recommendations/views and the recommendations/views of the Executive Committee, if different.

105. The Council may, in its discretion, grant fresh registration/enlistment to such respondent with or without any condition upon payment of such late fee/surcharge as it deems fit and the Registrar shall then take action to put the orders of the Council into effect.

106. Every application for review or grant of fresh registration or for restoration of registration/enlistment shall be accompanied by:

- (1) a declaration solemnly affirming that the applicant is the person whose name was originally registered/enlisted;
- (2) a statement of the circumstances in which the name of the applicant had been removed from the Register;
- (3) a statement giving the grounds on which the restoration of the name of the applicant to the Register/List is sought supported by documentary evidence, where necessary; and
- (4) any one or more of the following documents:
 - (i) applicant's degree/diploma,
 - (ii) his/her registration certificate in original
 - (iii) a certificate from two professional architects / town planners registered with the Council as to his identity.

**Mrs. YASMEEN LARI
CHAIRMAN
PAKISTAN COUNCIL OF ARCHITECTS
AND TOWN PLANNERS**

Code of Professional conduct

INTRODUCTION

The object of the Code is to promote the standard of professional conduct or self-discipline required of a registered and unregistered architect or town planner in the interest of the public.

In considering its application architects and town planners must bear this object in mind as well as their obligations towards clients, employers, brother professionals and the building industry.

Architects and Town Planners must also appreciate they may be held responsible not only for their own actions but also for the conduct of their practices, of whatever nature. They are advised, therefore, to bring this Code to the notice of all those associated with them in practice.

An architect and town planner is at liberty to engage in any activity, whether as proprietor, director, principal, partner, manager, superintendent, controller or salaried employee of, or consultant to, any body corporate or unincorporate or in any other capacity provided that his conduct complies with the provided that his conduct complies with the provisions of this Code applying to his circumstances.

The attention of architects and town planners is drawn more particularly to relevant provisions particularly to Sections 19, 20 and 29 of the Pakistan Council of Architects and Town Planners Ordinance, 1983, relating to the possibility of removal of a person's name from the Register or List for conduct disgraceful to him in his capacity as an architect and town planner and to the powers and functions in relation thereto of the Council and the Executive Committee.

CODE

1.0 An architect or town planner shall faithfully carry out the duties which he undertakes. He shall also have a proper regard for the interests both of those who commission and of those who may be expected to use or enjoy the product of his work.

1.1 An architect or town planner in private practice shall inform his client in advance of the Conditions of Engagement and the scale of charges and agree with his client that those

Conditions shall be the basis of his appointment and shall not accept any other payment or consideration for the duties entrusted to him.

1.2 An architect or town planner shall arrange that the work of his office and any branch office in so far as it relates to architecture or town planning is under control of an architect or town planner respectively.

1.3 An architect or town planner shall not sub-commission work for which he has been commissioned without the prior agreement of his client to any change in responsibilities nor without defining the responsibilities of those concerned.

1.4 An architect or town planner shall act impartially in all cases in which he is acting between parties and shall interpret the conditions of the contract with fairness as between his client or employer and the contractor.

2.0 An architect or town planner shall avoid actions and situations inconsistent with his professional obligations or likely to raise doubts about his integrity.

2.1 An architect or town planner shall declare to any prospective client any business interest the existence of which, if not so declared, would or might be likely to raise doubts about his integrity by reason of an actual or apparent connection with or effect upon his engagement.

2.1.1 The above rule requires the prior disclosure of relevant interests which could not be inferred from the description of the services offered.

2.2 An architect or town planner shall not simultaneously practice as, or purport to be, an independent consulting architect or town planner and engage in any of the following:

The business of trading in land or buildings; or of contactors, sub-contractors, manufacturers or suppliers in or to the building industry unless he is able to declare that his

- engagement in any such business is only occasional or subordinate to his practice, or vice versa, and that the combination would not prevent his compliance with the principles of this Code and the rules that apply to his circumstances.
- 2.2.1 An architect or town planner who wishes to combine practice as an independent consulting architect or town planner with engagement in any business specified in the above rule shall make a full declaration of the facts in writing to the Professional Conduct Committee of the Council and may proceed with the combined activities unless the Council instructs otherwise in the interest of proper professional conduct. An architect or town planner who practices as an independent consulting architect or town planner and wishes to take as a partner or co-director a person who, whether or not in a separate firm, engages in any business specified in the Rule shall similarly make a declaration.
- 2.3 An architect or town planner shall not and shall not purport to carry out the independent functions of an architect or town planner or a supervising officer in relation to a contract in which he or his employer is the contractor.
- 2.3.1 Where the Client of an architect or town planner providing a contracting service requires independent advice on quality and budgetary control the architect or town planner should inform the client of his right to appoint another architect or town planner, as the case may be, to act as his professional adviser and agent at the client's discretion.
- 2.4 An architect or town planner shall ensure that whenever he offers or takes part in offering a service combining consulting services with contracting services the consulting component is not represented as independent of the combined service.
- 2.5 An architect or town planner shall not take discounts, commissions or gifts as an inducement to show favour to any person or body; nor shall he recommend or allow his name to be used in recommending any service or product in advertisements.
- 2.5.1 The above rule does not prevent an architect or town planner in his capacity as a contractor from accepting the trade and cash discounts customarily allowed by manufacturers or suppliers.
- 2.6 An architect or town planner shall not influence the granting of planning consents of statutory approvals by unfair means.
- 2.7 An architect or town planner who is appointed to superintend or control the architectural or planning business of any body corporate or unincorporate (including a Central Government Department, a local authority, public board or corporation or commercial firm or company) shall endeavour to arrange with his employer that the business of that body so far as it relates to architecture or planning, as the case may be, is conducted in conformity with this Code. An architect or town planner who is unable to ensure that the business of his employer is so conducted shall furnish the Council with a written declaration of the facts. Confidentiality of such information shall be maintained by the Council.
- 2.8 An architect or town planner shall not have or take as partner or co-director in his firm any person who is disqualified for registration or enlistment by reason of the fact that his name has been removed from the register or the list under Section 29 of the Pakistan Council of Architects and Town Planners Ordinance, 1983, or any person who engages in any of the occupations prescribed under Rules 2.2. even though that person engages in any such occupation in a firm or company separate from the architectural or town planning firm.
- 2.9 An architect or town planner who in circumstances not specifically covered in these Rules finds that his interests whether professional or personal conflict so as to risk a breach of this principle shall, as the circumstances may require, either withdraw from the situation or remove the source of conflict or declare it and obtain the agreement of the parties concerned to the continuance of his engagement.
- 3.0 An architect or town planner shall rely only on competence and achievement as the basis of his advancement.
- 3.1 An architect or town planner shall not give discounts, commissions, gifts or other inducements for the introduction of clients or of work.
- 3.1.1 Rule 3.1 does not prevent an architect or town planner in his capacity as a contractor from giving the trade and cash discounts customarily allowed by manufacturers or suppliers.

- 3.2 An architect or town planner shall uphold and apply the recognized Conditions of Engagement.
- 3.3 An architect or town planner shall not attempt to supplant another architect or town planner.
- 3.4 An architect or town planner on being approached or instructed to proceed with work upon which he knows, or can ascertain by reasonable inquiry, that another architect or town planner is or has been engaged by the same client shall notify the fact to such architect or town planner prior to undertaking the assignment.
- 3.5 An architect or town planner shall not solicit either a commission or engagement for himself or business for a client or employer, but he may make his or his practice's availability or experience known by giving information which is substance and in presentation is factual, relevant and neither misleading nor unfair to others nor discreditable to the profession, in response to a direct request.
- 3.6 An architect or town planner shall not sign or put his signature to drawings, plans or specifications, not prepared by him or by his staff working under his supervision for the purpose of obtaining the sanction of any building authority.
- 3.7 An architect or town planner shall enter only such design competitions as are conducted in accordance with the Pakistan Council of Architects and Town Planners' Regulations for the Promotion and Conduct of Competitions or otherwise approved by the Council.

Architects Appointment

FOREWARD

The successful completion of a building project requires a clear understanding of the client's requirements, the nature of the service to be provided, and the responsibilities of all involved.

The education and training of architects prepares them to assist clients at all stages of a building project and to coordinate all the elements of the design and construction process.

The architect's primary professional responsibility is to act as the client's adviser and additionally to administer the building contract fairly between client and contractor.

The clients also have an important role. They must provide adequate information on the project, site and budget and fully understand and approve the architect's proposals at various stages of the work as it proceeds.

The most successful jobs are those which proceed in an atmosphere of mutual trust and goodwill. A statement of the client's and the architect's obligations is fundamental to the creation of such an atmosphere, and is essential for the protection of their respective interests. The Pakistan Council of Architects and Town Planners (PCATP) recommends the use of the Schedule of Services and Fees and the Memorandum of Agreement (samples of which are included herein). Alternatively, letter of agreement may be used provided that the services, responsibilities and the fee basis are fully defined. If the agreement is not comprehensive it may create uncertainties for either or both parties as the project progresses

The work an architect normally undertakes during the course of a building project is described as the Basic Services. These services are common to large and small projects and none should be omitted if the project is to be completed successfully. Where for any reason only partial services are to be provided, there should be a clear understanding as to their extent.

Many projects will require other services which the architect may or may not be able to provide. The extent to which additional consultant advice will be required depends on the nature and experience of the architect's practice and on the complexity of the project. The provision of such other services should be discussed at the outset of any project.

The recommended fee scales included in this document are based on a percentage of the total

construction cost. The Pakistan Council of Architects and Town Planners considers these fee scales to be fair and reasonable. The cost of providing architectural services is affected by many factors besides the cost of the building work concerned, so that the recommended fee scales may not apply to all types of work. However, where the architect provides the Basic Services, the percentage frame-work is often the most appropriate fee basis.

INTRODUCTION

The Pakistan Council of Architects and Town Planners (PCATP) requires its members that before making an engagement for professional services they shall define the terms of the engagement including the scope of the service, the allocation of responsibilities and any limitations of liability, the method of calculation of remuneration and the provision for termination.

Architect's appointment consists of four related parts:

PART I - ARCHITECT'S SERVICES

Preliminary and Basic Services normally provided by the architect. The sequence of work stages may be varied or two or more work stages may be combined to suit the particular circumstances:

Preliminary Services

Work stage A: Inception
Work stage B: Feasibility

Basic Services

Work stage C: Outline proposal
Work stage D: Final design proposal
Work stage E: Detailed architectural design
Work stage F: Information for bill of quantities and tenders
Work stage G: Tender action and project planning
Work stage H: Operations on site and completion of works.

Preliminary Services are normally charged on a time basis and Basic Services on a percentage basis, as described in Part 4.

PART 2 – OTHER SERVICES

Services which may augment the Preliminary and Basic Services or which may be the subject of a separate appointment. Fees for these services are normally charged on a time or lump sum basis as described in Part 4.

PART 3 – CONDITIONS OF ENGAGEMENT

Conditions which apply to an architect's appointment.

PART 4 – RECOMMENDED SCALE OF PROFESSIONAL CHARGES AND FEES

Recommended and not mandatory methods of calculating the architect's fees and expenses and of apportioning fees between work stages.

A sample Memorandum of Agreement and Schedule of Services and Fees are included in this document.

The client and the architect should discuss the architect's appointment and agree in writing the services, conditions and fee basis. These should be stated in the Schedule of Services and Fees and referred to in the Memorandum of Agreement between client and architect; alternatively they should be stated in a letter of appointment.

Any question on or arising out of the information contained within this document may be referred for advice to the Chairman, Pakistan Council of Architects and Town Planners.

PART 1 – ARCHITECT'S SERVICES

This part describes Preliminary and Basic Services which an architect will normally provide.

PRELIMINARY SERVICES

Work stage A: Inception

- 1.1 Discuss the client's requirements including timescale and any financial limits; assess these and give general advice on how to proceed; agree the architect's services.
- 1.2 Obtain from the client information on ownership and any lessors and lessees of the site, any existing buildings on the site, boundary fences and other enclosure, and any known easements, encroachments, underground services, rights of way, rights of support and other relevant matters.
- 1.3 Visit the site and carry out an initial appraisal.
- 1.4 Advise on the need for other consultants' services and on the scope of these services.
- 1.5 Advise on the need for specialist contractors, sub-contractors and suppliers to design and execute part of the works to comply with the architect's requirements.

1.6 Advise on the need for site staff.

1.7 Prepare where required an outline timetable and fee basis for further services for the client's approval.

Work stage B: Feasibility

1.8 Carry out such studies as may be necessary to determine the feasibility of the client's requirements; review with the client alternative design and construction approaches and cost implications; advise on the need to obtain planning permissions, approvals under building acts or regulations, and other similar statutory requirements.

BASIC SERVICES

Work stage C: Outline proposal

1.9 With other consultants where appointed, analyse the client's requirements; prepare outline proposals and an approximation of the construction cost for the client's preliminary approval.

Work stage D: Final Design Proposal

1.10 With other consultants where appointed, develop a final design proposal from the outline proposal taking into account amendments requested by the client; prepare a cost estimate; where applicable give an indication of possible start and completion dates for the building contract. The final design proposal will illustrate the size and character of the project in sufficient detail to enable the client to agree the spatial arrangements, materials and appearance.

1.11 With other consultants where appointed, advise the client of the implications of any subsequent changes on the cost of the project and on the overall programme.

1.12 Make where required application for planning permission. The permission itself is beyond the architect's control and no guarantee that it will be granted can be given.

Work stage E: Detailed architectural design

1.13 With other consultants where appointed, develop the final design proposal; prepare production information including drawing, obtain the client's approval of the type of construction, quality of materials and standard of workmanship; coordinate any contractors and suppliers; obtain quotations and other information in connection with the specialist work.

- 1.14 With other consultants where appointed, carry out cost checks as necessary; advise the client of the consequences of any subsequent changes on the cost and programme.
- 1.15 Make an negotiate where required applications for approvals under building acts, regulations or other statutory requirements.

Work stage F: Information for bills of quantities and tenders

- 1.16 With other consultants where appointed, prepare schedules and specification of materials and workmanship; provide information for bills of quantities, if any, to be prepared; all information complete in sufficient detail to enable a contractor to prepare a tender.

Work stage G: Tender action and project planning

- 1.17 Arrange, where relevant, for other contracts to be let prior to the contractor commencing work.
- 1.18 Advise on and obtain the client's approval to a list of tenderers.
- 1.19 Invite tenders from approved contractors; appraise and advise on tenders submitted. Alternatively, arrange for a price to be negotiated with the contractor.
- 1.20 Advise the client on the appointment of the contractor and on the responsibilities of the client, contractor and architect under the terms of the building contract; where required prepare the building contract and arrange for it to be signed by the client and the contractor; provide production information as required by the building contract.

Work stage H: Operations on site and completion of works

- 1.21 Administer the terms of the building contract during operations on site.
- 1.22 Visit the site as appropriate to inspect generally the progress and quality of the work.
- 1.23 With other consultants where appointed, make where required periodic financial reports to the client including the effect of any variations on the construction cost.
- 1.24 Administer the terms of the building contract relating to the completion of the works.

- 1.25 Give general guidance on maintenance.
- 1.26 Provide the client with a set of drawings showing the building and the main lines of drainage; arrange for drawings of the services installations to be provided.

PART 2 - OTHER SERVICES

This part describes services which may be provided by the architect to augment the Preliminary and Basic Services described in Part 1 of which may be the subject of a separate appointment. The list of services so described is not exhaustive.

Surveys and Investigations

- 2.1 Advise on the selection and suitability of sites; conduct negotiations concerned with site and buildings.
- 2.2 Make measured surveys, take levels and prepare plans of sites and buildings.
- 2.3 Provide services in connection with soil and other similar investigations.
- 2.4 Make inspections, prepare reports or give general advice on the condition of premises.
- 2.5 Prepare schedules of dilapidations; negotiate them on behalf of landlords or tenants.
- 2.6 Make structural surveys to ascertain whether there are defects in the walls, roof, floors, drains or other parts of a building which may materially affect its safety, life and value.
- 2.7 Investigate building failures; arrange and supervise exploratory work by contractors or specialists.
- 2.8 Take particulars on site; prepare specifications and/or schedule for repairs and restoration work, and inspect their execution.
- 2.9 Investigate and advise on problems in existing buildings such as fire protection, floor loadings, sound insulation, or change of use.
- 2.10 Advise on the efficient use of energy in new and existing buildings.
- 2.11 Carry out life cycle analyses of buildings to determine their cost in use.
- 2.12 Make an inspection and valuation for mortgage or other purposes.

Development Services

- 2.13 Prepare special drawings, models or technical information for the use of the client or for applications under planning, building act, building regulation or other statutory requirements, or for negotiations with ground landlords, adjoining owners, public authorities, licensing authorities, mortgagors and others; prepare plans for conveyancing, land registry and other legal purposes.
- 2.14 Prepare development plans for a large building of complex of buildings; prepare a layout only, or prepare a layout for a greater area than that which is to be developed immediately.
- 2.15 Prepare layouts for housing, industrial or other estates showing the siting of buildings and other works such as roads and sewers.
- 2.16 Prepare drawings and specification of materials and workmanship for the construction of housing, industrial or other estate roads and sewers.
- 2.17 Provide services in connection with demolition works.
- 2.18 Provide services in connection with environmental studies.

Design Services

- 2.19 Design or advise on the selection of furniture and fittings; inspect the making up of such furnishings.
- 2.20 Advise on and prepare detailed designs for works of special quality such as shopfitting or exhibition design, either independently or within the shell of an existing building.
- 2.21 Advise on the commissioning or selection of works of art; supervise their installation.
- 2.22 Carry out specialist accoustical investigations.
- 2.23 Carry out special constructional research in connection with a scheme design, including the design, construction or testing of prototype buildings or models.
- 2.24 Develop a building system or mass-produced building components; examine and advise on existing building systems; monitor the testing of prototype buildings and models.

Cost estimating and financial advisory services

- 2.25 Carry out cost planning for a building project,

including the cost of associated design services, site development, landscaping, furniture and equipment; advise on cash flow requirements for design cost, construction cost, and cost in use.

- 2.26 Prepare schedules of rates or schedules of quantities for tendering purposes; value work executed where no quantity surveyor is appointed. Fees for this work are recommended to be in accordance with the work stage F; (para 1.16) of the Architects' services.

- 2.27 Carry out inspections and surveys; prepare estimates for the replacement and reinstatement of buildings and plant; submit and negotiate claims following damage by fire or other causes.

- 2.28 Provide information; make applications for and conduct negotiations in connection with local authority, government or other grants.

Negotiations:

- 2.29 Conduct exceptional negotiations with a planning authority.

- 2.30 Prepare and submit an appeal under planning acts; advise on other work in connection with planning appeals.

- 2.31 Conduct exceptional negotiations for approvals under building acts or regulations; negotiate waivers or relaxations.

- 2.32 Submit plans of proposed building works for approval of landlords, mortgagors, freeholders or others.

- 2.33 Advise on the rights and responsibilities of owners or lessees including rights of light, rights of support, and rights of way; provide information; undertake any negotiations.

- 2.34 Provide services in connection with party wall negotiations.

- 2.35 Prepare and give evidence; settle proofs; confer with solicitors and counsel: attend court and arbitrations; appear before other tribunals; act as arbitrator.

Administration and management of building projects

- 2.36 Provide site staff for frequent or constant inspection of the works.

- 2.37 Provide management from inception to completion; prepare briefs; appoint and

Co-ordinate consultants, construction managers, agents and contractors; monitor time, cost and agreed targets; monitor progress of the works; hand over the building on completion; equip, commission and set up any operational organizations.

- 2.38 Provide services to the client, whether employer or contractor, in carrying out duties under a design and build contract.
- 2.39 Provide services in connection with separate trades contracts; agree a programme of work; act as coordinator for the duration of the contracts.
- 2.40 Provide services in connection with labour employed directly by the client; agree a programme of work; coordinate the supply of labour and materials; provide general supervision, agree the final account.
- 2.41 Provide specially prepared drawings of a building 'as built'.
- 2.42 Compile maintenance and operational manuals; incorporate information prepared by other consultants, specialist contractors, sub-contractors and suppliers.
- 2.43 Prepare a programme for the maintenance of a building; arrange maintenance contracts.

Services normally provided by consultants

- 2.44 Provide such services as:
 - a. Quantity surveying
 - b. Structural engineering
 - c. Mechanical engineering
 - d. Electrical engineering
 - e. Landscape and garden design
 - f. Civil engineering
 - g. Town Planning
 - h. Furniture design
 - i. Graphic design
 - j. Industrial design
 - k. Interior design

Where consultants' services are provided from within the architect's own office or by consultants in association with the architect it is recommended that fees be in accordance with the scales of charges of the relevant professional body.

Consultancy services

- 2.45 Provide services as a consultant architect on a regular or intermittent basis.

PART 3 - CONDITIONS OF ENGAGEMENT

This part describes the conditions which normally apply to an architect's appointment. If different or additional conditions are to apply, they should be set out in the Schedule of Services and Fees or letter of appointment.

- 3.1 The architect will exercise reasonable skill and care in conformity with the normal standards of the architect's profession.

Architect's authority

- 3.2 The architect will act on behalf of the client in the matters set out or implied in the architect's appointment; the architect will obtain the authority of the client before initiating any service or work stage.
- 3.3 The architect shall not make any material alteration, addition to or omission from the approved design without the knowledge and consent of the client, except if found necessary during construction for constructional reasons in which case the architect shall inform the client without delay.
- 3.4 The architect will inform the client if the total authorized expenditure or the building contract period is likely to be materially varied.

Consultants

- 3.5 Consultants may be nominated by either the client or the architect, subject to acceptance by each party.
- 3.6 Where the client employs the consultants, either directly or through the agency of the architect, the client will hold each consultant, and not the architect, responsible for the competence, general inspection and performance of the work entrusted to that consultant; provided that in relation to the execution of such work under the contract between the client and the contractor nothing in this clause shall affect any responsibility of the architect for issuing instructions or for other functions ascribed to the architect under the contract.

- 3.7 The architect will have the authority to coordinate and integrate into the overall design the services provided by any consultant, however employed.

Contractors, sub-contractors and suppliers

- 3.8 A specialist contractor, sub-contractor or supplier who is to be employed by the client

to design any part of the works may be nominated by either the architect or the client, subject to acceptance by each party. The client will hold such contractor, sub-contractor or supplier, and not the architect, responsible for the competence, proper execution and performance of the work thereby entrusted to that contractor, sub-contractor or supplier. The architect will have the authority to coordinate and integrate such work into the overall design.

- 3.9 The client will employ a contractor under a separate agreement to undertake construction or other works. The client will hold the contractor, and not the architect, responsible for the contractor's operational methods and for the proper execution of the works.

Site inspection

- 3.10 The architect will visit the site at intervals appropriate to the stage of construction to inspect the progress and quality of the works and to determine that they are being executed generally in accordance with the contract documents. The architect will not be required to make frequent or constant inspections

- 3.11 Where frequent or constant inspection is required a clerk or clerks of works will be employed. They may be employed either by the client or by the architect and will in either event be under the architect's direction and control and shall be paid by the client.

- 3.12 Where frequent or constant inspection by the architect is agreed to be necessary, a resident architect may be appointed by the architect on a part or full time basis and shall be paid by the client.

Client's instructions

- 3.13 The client will provide the architect with such information and make such decisions as are necessary for the proper performance of the agreed service.

- 3.14 The client, if a firm or other body of persons, will, when requested by the architect, nominate a responsible representative through whom all instructions will be given.

Copyright

- 3.15 Copyright in all documents and drawings prepared by the architect and in any works executed from those documents and drawings unless otherwise agreed, remain the property of the architect.

- 3.16 The client, unless otherwise agreed, will be entitled to reproduce the architect's design by proceeding to execute the project provided that:

— the entitlement applies only to the site or part of the site to which the design relates; and

— the architect has completed work stage D or has provided detailed architectural design and production information in work stage E and F.

— any fees due to the architect have been paid or tendered.

This entitlement will also apply to the maintenance, repair and renewal of the works.

- 3.17 Where an architect has not completed work stage D, or where the client and the architect have agreed that clause 3.16 shall not apply, the client shall not reproduce the design by proceeding to execute the project without the consent of the architect and payment of any additional fee that may be agreed in exchange for the architect's consent.

- 3.18 The architect shall not unreasonably withhold his consent under clause 3.17 but where his services are limited to making and negotiating planning applications he may withhold his consent unless otherwise determined by an arbitrator appointed in accordance with clause 3.26.

Assignment

- 3.19 Neither the architect nor the client may assign the whole or any part of his duties without the other's written consent.

Suspension and termination

- 3.20 The architect will give immediate notice in writing to the client of any situation arising from force majeure which makes it impracticable to carry out any of the agreed services, and agree with the client a suitable course of action.

- 3.21 The client may suspend the performance of any or all of the agreed services by giving reasonable notice in writing to the architect.

- 3.22 If the architect has not been given instructions to resume any suspended service within six months from the date of suspension the architect will make written request for such

instructions which must be given in writing. If these have not been received within 30 days of the date of such request the architect will have the right to treat the appointment as terminated upon the expiry of the 30 days.

- 3.23 The architect's appointment may be terminated by either party on the expiry of reasonable notice given in writing.
- 3.24 Should the architect through death or incapacity be unable to provide the agreed services, the appointment will thereby be terminated. In such an event the client may, on payment or tender of all outstanding fees and expenses, make full use of report, drawings or other documents prepared by the architect in accordance with and for use under the agreement, but only for the purpose for which they were prepared.

Settlement of disputes

- 3.25 Any difference or dispute arising on the fees charged may, by any party be referred to the Pakistan Council of Architects and Town Planners for an opinion provided that:
- the member's appointment is based on this document and has been agreed and confirmed in writing; and
 - the opinion is sought on a joint statement of undisputed facts; and
 - the parties undertake to accept the opinion as final and binding upon them.
- 3.26 Any difference or dispute arising out of the appointment which cannot be resolved in accordance with clause 3.25 shall be referred to arbitration by a person to be agreed between the parties or, failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party by the Chairman of the Pakistan Council of Architects and Town Planners, provided that in a difference or dispute arising out of provisions relating to copy right, clauses 3.15 to 3.18 above, the arbitrator shall, unless other wise agreed, be an architect.
- 3.27 Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the appointment without recourse to arbitration.

Governing Laws

- 3.28 The application of these conditions shall be governed by the laws of Pakistan.

PART 4 - RECOMMENDED SCALE OF PROFESSIONAL CHARGES AND EXPENSES

- 4.1 Recommended percentage of fee scales for New works are as follows:

Total cost of New works	Percentage Fee
Rs. 5,00,000 to Rs. 50,00,000	7½ %
Rs. 50,00,000 to Rs. 1,00,00,000	7 %
Rs. 1,00,00,000 to Rs. 5,00,00,000	6½ %
Rs. 5,00,00,000 to Rs. 10,00,00,000	6 %

- Recommended percentage fee scales for works to existing buildings are as follows:

Total cost of works	Percentage Fee
Rs. 5,00,000 to Rs. 50,00,000	8½ %
Rs. 50,00,000 to Rs. 1,00,00,000	8 %
Rs. 1,00,00,000 to Rs. 5,00,00,000	7½ %
Rs. 5,00,00,000 to Rs. 10,00,00,000	7 %

Percentage fees

- 4.2 The percentage fee scales are for use where the architect's appointment is for the Basic Services described in Part 1 for new works having a total construction cost between Rs.5,00,000 and Rs.10,00,00,000. Where the total construction cost is less than Rs. 5 lacs or more than Rs. Ten crores client and architect should agree an appropriate fee basis at the time appointment.
- 4.3 Percentage fees are based on the total construction cost of the works; on the issue of the final certificate fees should be recalculated on the actual total construction cost.
- 4.4 Total construction cost is defined as the cost as certified by the architect, of all works including site works executed under the architect's direction, subject to the following:
- a) The total construction cost includes the cost of all work designed by consultants and coordinated by the architect, irrespective of whether such work is carried out under separate building contracts for which the architect may not be responsible. The architect will be informed of the cost of any such separate contracts.
 - b) The total construction cost does not include specialist sub-contractors' design fees for work on which consultants would otherwise have been employed. Where such fees are not known the architect will estimate a reduction from the total construction cost.

- c) For the purpose of calculating the appropriate fee, the total construction cost includes the actual or estimated cost of any work executed which is excluded from the contract but otherwise designed by the architect.
- d) The total construction cost includes the cost of built-in furniture and equipment. Where the cost of any special equipment is excluded from the total construction cost, the architect may charge additionally for work in connection with such items.
- e) Where any material, labour or carriage is supplied by a client who is not the contractor the cost will be estimated and included in the total cost.
- f) Where the client is the contractor, a statement of the ascertained gross cost of the works may be used in calculating the total construction cost of the works. In the absence of such a statement, the architect's own estimate will be used. In both a statement of the ascertained gross cost and an architect's estimate there will be included an allowance for the contractor's profit and overheads.
- 4.5 Where a building is repeated for the same client the recommended fee for the superstructure may be reduced on all except the first three or any houses of the same design and on all except the first of all other building types of the same design. The recommended fees for the repetitive works shall not be less than 3% of the total cost of the repeated works.
- Time charge fees**
- 4.6 Time charges are based on hourly rates for principals and other technical staff. In assessing the hourly rate all relevant factors should be considered, including the complexity of the work, the qualifications, experience and responsibility of the architect, and the character of any negotiations. Hourly rates for principals shall be agreed. The hourly rate for technical staff should be not less than 15 paisa per Rs. 100 of gross annual income.
- 4.7 Technical staff are defined as architectural and other professional and technical staff, where the architect is responsible for deducting income tax from those persons' salaries.
- 4.8 Gross annual income includes bonus payments plus the employer's share of contributions towards Group Insurance, pension and private medical schemes and other emoluments such as car and accommodation allowances.
- 4.9 Where staff are provided by an agency hourly rates shall be agreed.
- 4.10 Where site staff are employed by the architect hourly rates shall be agreed.
- 4.11 Unless otherwise agreed no separate time charges will be made for secretarial staff or staff engaged on general accountancy or administrative duties.
- 4.12 The architect will maintain records of time spent on services performed on a time basis. The architect will make such records available to the client on reasonable request.
- Lump sum fees**
- 4.13 The architect may agree with the client to charge a lump sum fee for any of the services described in Part 1 and 2 in appropriate circumstances, for example where:
- the client's requirements are provided in a form such that the architect is not obliged to undertake any additional preparatory work;
- full extent of the service can be determined when the architect is appointed; and
- the architect's service can be completed within an agreed period.
- Works to existing buildings**
- 4.14 Where extensions to existing buildings are substantially independent, percentage fees should be as for new works, but the fee for those sections of the works which marry existing buildings to the new should be charged separately as applicable to an independent commission of similar value.
- 4.15 Where the architect's appointment is for repair and restoration work fees should be on a time basis; alternatively a percentage fee may be agreed.
- 4.16 Where the architect's appointment is in connection with works a building of architectural or historic interest, or to a building in a conservation area, higher fees may be charged.
- Compounding of fee**
- 4.17 By agreement the percentage or Lump Sum

fee may be compounded to cover all or any part of the architect's services and expenses.

Interim payments

- 4.18 Fees and expenses should be paid in instalments either at regular intervals or on completion of work stages of the Basic Services (Part 1).
- 4.19 Where interim payment of percentage or lump sum fees is related to completion of work stages of the Basic Services the recommended appointment is as follows:

Work stage	Proportion of fee	Cumulative total
C	15 %	15 %
D	20 %	35 %
E	30 %	65 %
F	10 %	75 %
G	5 %	80 %
H	20 %	100 %

Fee in respect of work stage H should be paid in instalments proportionate to the work completed or the value of the works certified from time to time. Interim payments should be based on the current estimated cost of the works.

Partial services

- 4.20 The architect may be required to provide part only of the Basic Services (Part 1). In such cases the architect will be entitled to a commensurate fee.
- 4.21 Where work is to be done by or on behalf of the client, resulting in the omission of part of work stages C to H, or a sponsored constructional method is to be used, a commensurate reduction in the recommended percentage fee may be agreed. In assessing the reduction, due account should be taken of the need for the architect to become thoroughly familiar with the work done by others, and a familiarisation fee will be charged for this work.
- 4.22 All percentage fees for partial services should be based on the architect's current estimate of the total construction cost of the works. Such estimates may be based on an accepted tender or , subject to the following, on the lowest of unaccepted tenders. Where partial services are provided in respect of works, for which the executed cost is not known and no tender has

Been accepted, percentage fees should be based either on the architect's estimated total construction cost or on the most recent cost limit agreed with the client, whichever is the lower.

- 4.23 Fees for partial services may alternatively be on a time or lump sum basis.

Suspension, resumption and termination

- 4.24 On suspension or termination of the architect's appointment the architect will be entitled to fees for all work completed at the time. Fees will be charged on a partial service basis.
- 4.25 During such period of suspension the architect will be reimbursed by the client for all expenses and disbursement necessarily incurred under the appointment.
- 4.26 On the resumption of a suspended service within six months, previous payments will be regarded solely as payments on account towards the total fee.
- 4.27 Where the architect's appointment is terminated by the client the architect will be reimbursed by the client for all expenses and disbursements necessarily incurred in connection with work then in progress and arising as a result of the termination.

Expenses and disbursements

- 4.28 In addition to the fees charged the architect will be reimbursed for all expenses and disbursements properly incurred in connection with the appointment, including the following:
 - a) Printing, reproduction or purchase costs of all documents, drawings, maps, models, photographs, and other records, including all those used in communication between architect, client, consultants and contractors, and for enquiries to contractors, sub-contractors and suppliers, notwithstanding any obligation on the part of the architect to supply such documents to those concerned, except the contractors will pay for any prints additional to those to which they are entitled under the contract.
 - b) Hotel and traveling expenses, including mileage allowance for cars at rates

stated in the Schedule of Services and Fees (Separately Published) and other similar disbursements.

- c) All payments made on behalf of the client, such as expenses incurred in advertising for tenders and resident site staff including the time and expenses of interviewers and reasonable expenses of interviewees.
 - d) Fees and other charges for specialist professional advice, including legal advice, which have been incurred by the architect with the specific authority of the client.
 - e) The cost of postage, telephone charges, telex messages, telegrams, cables, facsimiles, air-freight and courier services.
 - f) Rental and hire charges for specialized equipment, including computers, where required and agreed by the client.
 - g) Where work charged on a percentage fee is at such a distance that an exceptional amount of time is spent traveling, additional charges may be made.
- 4.29 The architect will maintain records of all such expenses and disbursements and will make these records available to the client on reasonable request.
- 4.30 Expenses and disbursements may be agreement be estimated or standardized in whole or in part,

or compounded for an increase in the percentage or lump sum fee.

- 4.31 The client will pay all fees in respect of applications under planning and building acts and other statutory requirements.

Variations

- 4.32 Where the scope of the architect's services is varied fees may be adjusted accordingly.

- 4.33 Where the architect is involved in extra work and, expense for reasons beyond the architect's control additional fees are due. Any of the following is likely to involve the architect in extra work and expense:

- a) The need to revise reports, drawings, specifications or other documents due to changes in interpretation or enactment or revisions of laws, statutory or other regulations.
- b) Changes in the client's instructions, or delay by the client in providing information.
- c) Delays in the building contract operations; delays resulting from defects or deficiencies in the work of the contractor, sub-contractors or suppliers; default, bankruptcy or liquidation of the contractors, subcontractors or suppliers.
- d) Any other cause beyond the architect's control.

S1 SERVICES

Service	Clause	Fee basis (State whether percentage. Time or lump sum)	Clause
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Preliminary Services

Basic Services

Other Services

S2 SPECIAL CONDITIONS

(Insert any conditions other than those in Parts 3 and 4 which are to apply to the appointment).

S3 CONDITIONS NOT TO APPLY

(Insert any clauses in Parts 3 and 4 which are NOT to apply to this appointment)

S4 PERCENTAGE FEES

(Fees based on a percentage of the total construction cost shall be calculated as follows[©])

S5 LUMP SUM FEES

(Lump sum fees shall be as follows[©])

S6 INTERIM PAYMENTS

Interim payments for percentage fees shall be paid at the completion of work stages as follows:

Work stage	Proportion of fee	Cumulative total
C		
D		
E		
F		
G		
H		

Fees in respect of work stage H shall be paid in instalments proportionate to the work completed or the value of works certified.

S7 TIME CHARGE FEES

Rates for fees charged on a time basis shall be:

- for principals: Rs. Per hour

Adjustments in the above rates shall be made at intervals of not more than 12 months on the following basis:

- for staff: Paise per Rs. 100 of gross annual income for office based staff.
Paise per Rs. 100 of gross annual income for site based staff.

S8 EXPENSES AND DISBURSEMENTS

The fees charged in accordance with S1 and S4 to S7 above are inclusive of all expenses and disbursements

Or

*Expenses and disbursements shall be charged in accordance with Part 4, clauses 4.28 to 4.30

Mileage rates shall be:

Adjustments in the above rates shall be made on the following basis:

*Delete whichever is inapplicable

S9 CONSULTANTS

The following consultants shall be appointed by the Client:

S10 SITE STAFF

The following site staff shall be appointed:

1. by the Client
2. by the Architect

Signed:

(Client)

(Architect)

Date:

**Procedure
for
Organising
Architectural Competitions**

Procedure for Organising Architectural Competitions

CONSULTATION WITH THE PCATP

As soon as a client has decided that he wishes to promote a competition, or even if he is only considering whether to do so or not, he should consult the PCATP, which will explain the system more fully, and give advice on any point of difficulty. The first step is the appointment of jury of assessors. These should in the main be architects of acknowledged standing, but the jury may also include a layman or laymen nominated by the promoter who can contribute valuable non-architectural skills to the complex process of preparing the brief and selecting the winning design. For a small project, a single architect assessor may be sufficient. All assessors must be either nominated by the Chairman of the PCATP or approved by him.

The assessors act in the first place as the professional consultants to the promoters, and secondly as the judges in the competition. They will advise initially on the suitability of an architectural competition. Assessors have often advised promoters to look for another site, if for any reason a building on the proposed site would not be successful. They will advise on the type of competition to be held, its estimated cost and the time it will take and when this has been decided, they will investigate the promoters' requirement in much the same way as if they were the architects commissioned to do the job. They will consider cost and all other factors affecting the project, in consultation with the promoters, and will then draw up a clear architectural programme, which forms the basis for the printed competition conditions. They answer any questions put by competitors, judge the designs, select the winners disqualify any designs which do not conform to the conditions, and report in writing to the promoters.

PUBLICATION OF CONDITIONS

The competition conditions must be approved by the PCATP as complying with the PCATP competition regulations. They are then printed, published, advertised and issued to competitors. Time is allowed for competitors to ask questions, and for the assessors' answers to be circulated to all competitors. A closing date is set for the receipt of designs. Where the conditions include a cost limit, agreed with the promoter, competitors who exceed the cost limit, or break any other mandatory condition, are disqualified.

JUDGING THE DESIGNS

The promoters arrange for the designs to be judged as soon as possible after the closing date, preferably within a few days. The designs are hung in a suitable hall or room. All designs are submitted anonymously and numbered. The name of the competitors are in sealed envelopes which are not opened until the assessors' award has been made.

THE AWARD

The assessors award the premiums (or cash prizes) offered: usually at least three premiums are awarded. The first premium is an advance in the fees payable to the winning architect. The award is communicated to the promoters and to the PCATP in a written report by the assessors. The premiums are paid within two months of the award. The architect who is declared the winner of the competition by the assessors is appointed by the promoter to be the architect for the works.

PUBLICATION OF THE RESULT

The award is published as soon as possible after it has been reported to the client by the assessors, in a press release issued by the promoters in consultation with the assessors and the PCATP. The press release should be accompanied by photographs of the prize-winning drawings, and perspective sketches of the winning design. The PCATP competition regulations require the public exhibition of all designs for a minimum of six days. The exhibition is extremely valuable both to the competitors and to the promoters.

THE DIFFERENT KINDS OF COMPETITIONS

It is best to consider these under three headings: first competitions for actual building projects; second, design competitions (for ideas where no real building project is involved) third, international competitions, sponsored not by the PCATP, but by the International Union of Architects.

COMPETITIONS FOR ACTUAL BUILDING PROJECTS

Competitions for building projects may be conducted in single stage, or in two stages, and they may be open to all registered and listed architects or limited to selected architects. The normal competition for a major project today is the open, two stage competition, which has been increasingly popular and successful, both with competitors and promoters.

Where a competition is conducted in a single stage, competitors have to submit fairly complete small scale drawings, together with a report explaining their scheme. If the building is large and complex, as for example a hospital or a civic centre, the amount of work required from each competitor is very great indeed. Yet it is perfectly possible to select those schemes which show promise of first class solution from very much simpler drawings. In a two-stage competition the competitors are required, in the first stage, only to show simple line drawings on a small scale to indicate their intentions. The assessors then choose a small number of competitors, whose drawings show that they have solved the basic planning problems and have promise of a good design, to work out their designs in considerable details in the second stage. All those who are selected for the second stage receive an honorarium, not a large one, but sufficient to enable them to spend sufficient time on the detailed development of designs. These are advantages in the two-stage system both for the architects and for promoters. The unsuccessful candidates are saved an enormous amount of time and effort. This in turn encourages a good entry. Those who are successful at the first stage are in a better position to do good work, because they are paid, and because they have the additional spur of knowing that they may be halfway to success. A two stage competition need take little longer than a one-stage competition for a building of equal complexity and its adoption is strongly advised in most circumstances.

The one-stage competition is more suitable for a simple building, or where the number of competitors is limited in the first place.

Limited competitions, which may also be held in one stage or in two, are limited to selected architect who are invited to compete, or to architects practicing in a particular locality where a promoter wishes to encourage local architecture. The limited competition is only suitable in special circumstances. The PCATP will advise on the selection of architects to compete.

INTERNATIONAL COMPETITIONS

In 1965 the regulations for the international competitions in architecture and town planning were adopted by the General Conference of UNESCO (The United Nations Educational, Scientific and Cultural Organisation) and since that date have been administered by the International Union of Architects. The PCATP will accept UIA jurisdiction over International competitions, and PCATP members may therefore only enter for competitions which have received its approval.

THE KEY TO SUCCESS

The choice of assessors is fundamental to the success of any competition. If a good entry is to be attracted, architects must, above all, have confidence that the competition will be judged by architects of the highest standing who will award the first prize to the best design. This does not mean that all the assessors must be well-known to the lay public. The essential thing is that their names must command confidence among architects --- and demonstrate that the promoter is seeking the best architectural solution, and is not afraid of new ideas. Nothing is more likely to lead to failure than the appointment of assessors who do not command this confidence. It is of almost equal importance to appoint the assessors, sufficiently early so that they can advise the promoters on all questions affecting the competition. More time is lost through delays in appointing the assessors than from any other cause.

STRICT OBSERVANCE OF THE PCATP REGULATIONS

Success is entirely dependent upon the strict observance of the PCATP competition regulations. Competitors only enter on the understanding that strict anonymity will be preserved, and that the rules will be strictly enforced. This a major responsibility of the assessors, who must in particular disqualify any competitor who has exceeded the cost limits or disregarded any mandatory conditions. If the rules are not strictly enforced, the competition ceases to be fair. If, for example, a competitor exceeds the cost limit, he is able to include attractive elements in his design which more conscientious competitors have omitted, and the extravagance of the design, if adopted, would inevitably cause difficulty to the promoter.

ATTRACTIVE PRIZE MONEY

It is not always understood that, as the premium awarded to the winner is an advance of his fees, it is only the second and subsequent premiums that cost the promoters anything. The real reward of the first prize winner is to be appointed as the architect for the job. This is what the competitors are competing for. But good prize money is attractive, and it is such a small part of the total cost that it is worthwhile to make it really attractive.

SOME QUESTIONS ANSWERED

The cost of a competition, over and above the cost that would be incurred in any event, may be

about $\frac{3}{4}$ of one per cent of the cost of the building or proportionately less for large projects, but these are very rough estimates. This may be a small amount to be paid for the advantage of obtaining the best from many competition-schemes. The main elements in the cost are the premiums paid to competitors (other than the winner), the fees and expenses paid to assessors, the cost of printing, stationery, advertising, additional clerical assistance, and the hire of halls for judging the competition and for the exhibition.

The assessors' fees are a minimum of Rs 1,000/- each, and in addition 0.2 per cent on the estimated cost of the scheme upto Rs. 10,000,000 to be divided among the jury. For schemes, costing more than Rs. 10,000,000 the additional fees for the assessors shall be fixed in consultation with the assessors and the PCATP. Traveling and out of pocket expenses are paid (and necessarily vary) and the fees of a quantity surveyor if one is required. The premiums offered vary according to the size of the project, and should be fixed in consultation with the assessors and the PCATP.

HOW LONG DOES A COMPETITION TAKE

A competition takes a little more time than the design of a building by an architect in the normal way. Time is needed to allow for the printing of conditions and plans, announcement and advertising of the competition, the judging and the publication of results. The assessors' study of the problem and the preparation of designs by a competitor need take no longer than would be taken by an architect commissioned to do the job.

WHAT IF THE WINNER HAS LITTLE ORGANISATION

A competition may be won by an architect with limited experience or with little or no organization behind him. The PCATP Competition regulations provide, therefore, an important safeguard for the promoters. In the first place the assessors, in making their award, may inform the promoters of any modifications that should be made to the winning design. Secondly, the winning architect may be required to satisfy the assessors that he has the resources to carry out the work efficiently. If they are not satisfied that he possesses or can develop a suitable organization, the assessors may advise the appointment of a more experienced architect to collaborate with the winner in carrying out the work, without obligation on the promoters to pay the additional fees.

WHAT IF THE PROMOTERS DO NOT LIKE THE WINNING DESIGN

The promoters are required by the PCATP Regulations to appoint the winning designer as the architect for the works, and pay him the appropriate fees on the PCATP scale.

Promoters should appreciate that failure to appoint the winning architect would strike at the root of architect's confidence in the competition system, and would make them unwilling to compete. If, however, promoters have taken the necessary care to appoint first-class assessors including a lay assessor capable of playing a full part in the process of selecting the winning design, they should repose confidence in the award.

But, as has already been noted, not only may the assessors themselves suggest modifications to the winning design, but the winning architect is also required to make reasonable modifications to satisfy the requirements of the promoters. This does not mean that the promoters should attempt to influence the design architecturally, but rather that their interest in obtaining a thoroughly satisfactory building is reasonably well safeguarded.

WHAT IF THE PROJECT IS ABANDONED

Events beyond the promoters' control such as the Government's control of the capital or of building works, may force the promoter to defer or to abandon the scheme. The promoters will, in any event, pay the winning architect the first premium within two months. If the appointed architect is not instructed to proceed within two years of the award, he is paid a fee for abandoned work. This is $1\frac{1}{2}$ per cent of the estimated cost of the works (or one fourth of the total fee in the case of repetitive housing), less the premium already paid. Should the project be revived, all these fees merge into the total fee for the work when ultimately executed.

FURTHER INFORMATION

More detailed information can be found in the PCATP Regulations for the promotion and Conduct of Architectural Competitions, obtainable from the Pakistan Council of Architects and Town Planners which is ready at all times to give advice both on competitions and on the wider problem of the appointment of architects. For information or advice write to the Chairman, Pakistan Council of Architects and Town Planners.

**Regulations
For the
Promotion and Conduct
of
Architectural Competitions**

Regulations for the Promotion and Conduct Of Architectural Competitions

INTRODUCTION

- (1) These Regulations have been drawn up to ensure that architectural competitions are properly conducted and that the selection of designs shall be on merit alone and shall satisfy a promoter's requirements. The PCATP Code of Professional Conduct does not allow architects to give unpaid services in competition with each other except through competitions organized within the framework of these Regulations.
- (2) The word 'architect' means any person who at the time of his application for the competition conditions and of submission of the competition entry is registered/listed under the Pakistan Council of Architects and Town Planners Ordinance 1983 or being qualified for registration/enlistment, has already made application to the Registrar of the PCATP in the prescribed form to be admitted to the Register/List. Any applicant for the conditions must state his registration/enlistment number, and in the case of an unregistered/unlisted person who has made application for registration/enlistment, the date of such application and the number of receipt issued by the Registrar of the PCATP in respect of the registration/enlistment fee. Where application is made by a firm, the registration / enlistment number or numbers of the architect partner or partners properly established for the purpose of architectural practice, or an association for the purpose of entering the current competition, must be given. In the latter case there must be in existence a partnership agreement for the purpose of carrying out the project in the event of the association winning the competition.
- (3) Regular staff and present students of a school of architecture are precluded from participating in a competition in which a member of the regular teaching staff is acting as sole assessor but not in a competition where there are more than one assessor of whom only one is a member of the regular teaching staff.

OUT LINE OF PROCEDURE

- (4) The promoter of a competition appoints the assessors whose function is to prepare the instructions to competitors. Invitations are issued

by the promoter and competitors apply for the particulars. Designs are submitted anonymously and the assessors award the premiums and report to the promoter, who undertakes to accept the decision and to appoint the winner as architect for the work.

KIND OF COMPETITION

- (5) Competitions may be grouped broadly as follows:
 - (a) (i) **Competitions for an actual building project conducted in single stage.** In these, fairly complete small scale drawings, plans, sections, elevations etc. sufficient to explain the scheme are required.
 - (ii) **Competitions for an actual building project conducted in a two stage.** In the first stage only planning on a broad basis is required with simple line drawing on a small scale sufficient to indicate the intentions of the competitor, From first stage competitors a small number, say from 6 to 10, will be selected to proceed to the second stage in which the work required will be as for a single competition (paragraph (a) (i) above).
- (b) Competitions of ideas set as a planning exercise to elucidate a problem or to draw attention to the architectural and planning aspects of some matter of national importance. The winner of such a competition is not subsequently commissioned to carry out a building from the competition design. These competitions are normally open to all architects and frequently to students of architecture also. The promotion of a design competition purely for advertising purposes or restricted to the use of some proprietary product is not acceptable.

Entry to the competitions described in paragraph (a) (i) and (ii) above, may be either open or limited by invitation or selection, or restricted by locality and is confined to architects as defined in Regulation 2.

ASSESSORS

- (6) (a) Intending promoters should, as their first step, proceed to appoint a jury of architects as assessors; these should be architects of acknowledged standing. It is unusual for a single assessor to be appointed but if such is the case that person is free to recommend that other assessors be appointed to act with him. Since the success of a competition will depend largely upon the experience and ability of the assessors, these appointments require the greatest care. The Chairman of the Pakistan Council of Architects and Town Planners (PCATP) is available to advise on such appointments or to nominate assessors if asked to do so and to make suggestions as to who should act as Chairman of the jury. Where assessors have not been nominated by the Chairman, PCATP, his approval of their appointment must be obtained. The names of the assessors must appear in the competitions and in any advertisement relating to the competition.
- (b) Where an architect already holds the appointment of consultant to the promoters, and it is the intention that he should act as consultant to the architect appointed as a result of a competition, it must be so stated in the conditions and he must not act as sole assessor, but may be one of the jury of assessors on which there is more than one architect member. With this exception no architect appointed as assessor for a competition, may thereafter act in any capacity as architect, joint architect or consultant for the work nor may any member of the promoting body nor any partner, associate or employee of the promoting body or of the assessor do so, nor may he or they compete or assist a competitor in the competition.
- (c) In the event of being invited to act after the conditions of a competition have been drawn up, assessors must before consenting, confirm that the conditions are in accordance with these Regulations, and have been approved by the PCATP.

Duties of Assessors

- (7) The jury of assessors should appoint one of their number as Chairman. The duties of the assessors are as follows:
- (a) To take the promoter's instructions and ascertain his requirements. The assessors should undertake any investigation or research that may be necessary to produce the programme, setting out the promoter's requirements in the form of clear and detailed instructions to the competitors.
 - (b) To advise the promoter on the type of competition to be held, the time to be allowed for submission of design and the premiums which should be offered.
 - (c) To draw up the competition conditions in consultation with the PCATP and to convey in detail the promoter's requirements to competitors in the form of instructions for their guidance which must incorporate the clauses of these regulations applicable to the particular competition. In this connection special care must be taken to state clearly which conditions and instructions are binding to the extent that disregard thereof would involve disqualification, and which are for guidance only.
 - (d) To answer questions submitted to the promoter within a limited time by competitors and to advise the promoter as to the method and form of sending out answers.
 - (e) To examine all the designs submitted by competitors; to determine whether they conform to the binding conditions and instructions and to exclude those which do not.
 - (f) To award premiums in strict accordance with the conditions, to report to the promoter on the designs submitted, and to inform the promoter, when necessary, of any modifications which ought to be made in the selected design. The author of the selected design may be required to satisfy the assessors of his ability to use or develop an organization to carry out the work efficiently. If the assessors are not satisfied in this respect they may at their discretion, after consultation with the author of the selected design, advise the promoter that a consultant architect acceptable to the latter should be appointed to collaborate with him in carrying out the work, but without obligation on the promoters to pay any additional fees. In such cases assessors should be prepared if necessary to assist the author of the selected design and the consultant architect in agreeing to a suitable apportionment of the fees which would otherwise be due to the former.

- (g) The assessors must notify the PCATP of the terms of the award immediately after it has been conveyed to the promoter.
- (h) To settle any dispute that may arise between the promoter and the winner as to the terms of his appointment by the promoter as architect to the project before the signing of the contract of appointment.

The assessors' duties are completed when the successful competitor is appointed as architect in accordance with Regulation 19 or, in the case of a 'design' competition, when the premiums are paid.

ASSESSORS' FEES

- (8) The scale of charges for assessing competitions is as follows:
 - (a) A minimum personal fee of Rs. 1,000/- payable to each assessors;
 - (b) And in addition one-fifth of 1 per cent of the estimated cost of the scheme upto Rs. 10,000,000.
 - (c) For schemes costing more than Rs.10,000,000 the additional fees for assessors shall be fixed in consultation with the assessors and the PCATP.

The above fees are exclusive of traveling and out of pocket expenses which may be charged in addition by each assessor. The fees at (b) and (c) are irrespective of whether one or more assessors are appointed and in the event of more than one assessor being appointed these fees are to be divided among assessors by mutual arrangement in agreement with the promoter.

PREMIUMS

- (9) (a) For a single stage competition for a building project or in a competition of ideas, not less than three premiums should be offered. In a competition for a building project, the first of these premiums represents a payment on account of fees payable to the winner when engaged as architect to carry out the project. Discretion should, however, be given to assessors to aggregate the second, third and other premiums and divide the total amongst a larger number of competitors if the circumstances merit it. Where such discretion is exercised, assessors must still indicate an order of

merit in a competition for a building project against the eventuality provided for in Regulation 16. The amount of the premiums, especially the first, should be related to the estimated cost of the project. The total of the second, third etc. premiums should not be less than the value of the first premium. In the event of the work not proceeding, the first premium must still be paid

- (b) In the case of a two-stage competition for a building project, no premiums are to be awarded at the first stage but, instead, each competitor selected to proceed to the second stage must receive a fee as per para 4.19C of "Architect's Services". Thereafter one or more premiums should be awarded, and again the first premium will represent a payment on account of fees as defined in (a) above.
- (c) In a limited competition, each competitor must receive a fee as per para 4.19C of "Architect's Services". Thereafter one or more premiums should be awarded as in (b) above.

INVITATIONS

- (10) (a) The promoter's invitation to architects to compete must state clearly the nature of the project, the limits of the cost where these are applicable, the names of the assessors, the latest date for applying for competition conditions, the definition of those eligible for entry, the amount of the deposit required, the last date for the submission of the questions, the latest time and date for the submission of designs and the premium offered.
- (b) Invitation advertisements should be published in the monthly and weekly technical journals and a copy should be sent to the PCATP. Where a deposit is required, it must be returnable to the competitor immediately after the publication of assessors' award or, in the event of the applicant declining to compete, on his returning to the promoter his copy of the conditions and all annexed documents not less than four weeks before the closing date for the submission of designs.

COMPETITION DOCUMENTS

- (11) The promoter must issue to each competitor a

printed copy of the conditions of the competition prepared by the assessors in conformity with the PCATP Model Form of Conditions together with a site plan showing ground levels, positions of services and all relevant information. Before such conditions are issued, a private promoter must sign one copy of the conditions on non-judicial stamp of appropriate value; conditions issued by a corporate body may have to bear the common seal of that body, the appropriate stamp duty becoming payable.

COMPETITORS QUESTIONS

- (12) Competitors should normally be permitted to ask questions designed to clarify the instructions. Such questions must be sent in by a stated date, after which an explanatory memorandum based on the questions submitted must be circulated quickly to all competitors which then forms part of the instructions for the competitions; this should clarify but not alter or modify the published conditions. Depending on the nature and size of the competition a minimum period of 4 weeks from the date of publication of the competition conditions should be allowed for the submission of the questions. The preparation of a general statement answering the questions should take no longer than the stated period allowed for the submission of questions. If unforeseen delays occur, a compensating extension of the final date for the submission of designs should automatically be made and notified at the beginning of the statement.

DRAWINGS AND REPORT REQUIRED

- (13) (a) The number, scale and method of finishing the required drawings must be distinctly set forth. The drawings must not be more in number or to a larger scale than necessary clearly to explain the design, and such drawings should be uniform in size, number and mode of presentation. As a general rule, a scale of sixteen feet to one inch will be found sufficient for plans, sections and elevations, or, in the case of very large buildings, a smaller scale might suffice.
- (b) The drawings must be accompanied by a concise typewritten description of the buildings, explaining their construction, finish and the materials proposed to be used, and giving such information as cannot be clearly shown on the drawings. No drawings, diagrams or photographs must be included in this description.

- (c) An estimate of the cost must also be sent based on any recognized method of calculation which may be directed by the assessor. The costs shall be those ruling at the time of issue of the conditions.

METHOD OF SUBMITTING DESIGNS

- (14) No design may bear any motto or distinguishing mark of any kind but each design must be accompanied by a declaration by the competitor contained in an official envelope issued by the promoter with the instructions. The declaration must state that the design is the competitor's or joint competitors' own personal work and that the drawings have been prepared in his or their own offices, and under his or their own supervision, and that he or they undertake/s to accept the assessors' award. In the case of an association of architects formed for the purpose of entering a competition, there must be in existence a partnership agreement for the purpose of carrying out the project in the event of the association winning the competition and this must be stated on the form of declaration. Each design and envelope on receipt must be given a serial number by the promoter but the envelope must not be opened until after the assessors award has been made.

DISQUALIFICATION

- (15) A design shall be excluded from the competition for any of the following reasons:
- (a) If received after the latest time stated in the conditions.
- (b) If in the opinion of the assessors, it does not give substantially the accommodation asked for.
- (c) If it exceeds the limits of site as shown on the plan issued by the promoter, the figured dimensions on which shall be adhered to.
- (d) If the assessors shall determine that the probable cost will exceed by 10 per cent the outlay stated in the instructions or, where none is stated the estimate of the competitor.
- (e) If any of the conditions or instructions, other than those of a suggestive character, are disregarded.
- (f) If a competitor shall disclose his identity or improperly attempts to influence the decision.

AWARDS

- (16) It is the duty of the assessors to make an award and the promoter and competitors must undertake to accept that award. The promoter must undertake to pay the premiums in accordance therewith and to appoint the author of the design placed first as architect for the work unless the assessors shall be satisfied that there is some objection valid under these regulations to such appointment, in which case the author of the design placed second in order of merit be appointed, subject to a similar condition and so on. The author of the selected design shall, if required, make any reasonable modification to his design to meet the requirements of the promoter. It may also be desirable that some designs of merit which did not receive premiums should be commended. In selecting such designs the assessors must be guided by the same considerations as in awarding premiums. If in exceptional cases the assessors anticipate difficulty in making an award they should refer the matter to the Chairman, PCATP for guidance.

The promoter must notify all competitors of the result of the competition before any public announcement is made

- (17) All accepted designs and accompanying reports together with a copy of the assessors' award must be publicly exhibited for not less than 6 days. Notice of the time and place of exhibition must be given to all competitors and to the public. Nevertheless, where large numbers of entries have been received, selected numbers may be exhibited in relays for periods of 6 days, provided that the premiated and commended designs are exhibited throughout the whole period, and that all accepted designs are in due course exhibited.

RETURN OF DRAWINGS

- (18) All drawings submitted except the design selected for execution must be returned carriage paid to the competitors within 14 days of the close of exhibition.

APPOINTMENT OF ARCHITECT

- (19) Subject to the provisions of Regulation 16, the promoter must formally appoint the author of the

design selected for execution as architect for the work. Any dispute as to the terms of the appointment before the signing of the contract shall be settled by the assessor acting, if necessary, as arbitrator between the promoter and the winner. The Standard form of Contract of appointment provides for any subsequent dispute between promoter and architect to be referred to an arbitrator nominated by the Chairman PCATP at the time being.

ARCHITECT'S FEES

- (20) The appointed architect shall be paid in accordance with the applicable scale of professional charges sanctioned and published by the PCATP, competition premium which he received being deemed to be a payment on account towards the total fees payable.
- (21) If, however, no instructions are given to the competitor selected for appointment as architect within 2 years of the date of the award, he shall be paid 1 ½ % on the estimated value of the work, provided that where the architect's fee is based on the application of the PCATP Scale of Professional Charges to repetitive housing work shall be paid one-fourth of the total fee which would become payable if the work were to proceed to completion. The premium originally paid will merge in these fees and all these fees will merge into the total fee for the work when subsequently executed, subject, however, to the provisions of Regulation 22.
- (22) In the event of the promoter deciding to proceed only with part of the work the appointed architect shall be paid fees in accordance with Regulation 21, or scale of fees in accordance with Regulation 20, whichever are the greater. The premium already paid will merge in these fees and any excess paid under Regulation 21 over those fees payable under Regulation 20 will ultimately merge in the full scale fees for the entire project when completed.

POWER OF WAIVER

- (23) The Chairman of the PCATP shall have the power to waive or to vary any of these Regulations with the approval of the Executive Committee of the PCATP in circumstances where the best interest of the client or the profession would justify that course.

Town Planners Appointment

Town Planners Appointment

INTRODUCTION

The Pakistan Council of Architects and Town Planners (PCATP) requires its members that before making an engagement for professional services they shall define the terms of the engagement including the scope of the services, the allocation of responsibilities and any limitations of liability, the method of calculation of remuneration and the provision for termination.

Town Planner's Appointment consists of four related parts:

PART 1 – TOWN PLANNER'S SERVICES:

Preliminary and Basic Services normally provided by the Town Planners, that being Multi Disciplinary the sequence of work stages may be varied. They may be combined to suit the particular circumstances. The fee for preliminary services is fixed on the time scale + 100% overhead.

Preliminary Services:

- Work stage A: Site Reconnaissance Survey.
Work stage B: Surveys – Physical and Socioeconomic, Traffic Surveys, Collection of data, information, its synthesis and analysis.
Work stage C: Feasibility Report and preliminary estimate.

Basic Services:

- Work stage D: Conceptual proposals.
Work stage E: Scheme Design at different special levels:-
(a) Regional Planning
(b) Master Planning
(c) Structure Planning and Outline Development Plan
Work stage F: Detailed Design – Detailed Layout Plan of Housing Estates, Industrial Estates, Commercial Estates and Redevelopment and Action Area Plan Schemes.
Work stage G: Design of Services like water supply, Sewerage, drainage, roads, electricity, gas, telephones etc.
Work stage H: Demarcation on site as per approved Plan of roads.
Work stage I: Bills of quantities and preparation of estimates.

Work stage J: Tender action and award of work

Work stage K: Project supervision.

Work stage L: Completion.

Preliminary services are normally charged on a time basis and Basic Services on a percentage basis, as described in Part 4.

PART 2 - OTHER SERVICES:

Services which may augment the Preliminary and Basic Services, or which may be the subject of a separate appointment. Fees for these services are normally charged on a time or lump sum basis, or based on the Fee Scales of that particular discipline, as described in Part 4.

PART 3 - CONDITIONS OF ENGAGEMENT

Conditions which apply to a Town Planner's appointment.

PART 4 - RECOMMENDED SCALE OF PROFESSIONAL CHARGES AND FEES

Recommended methods of calculating the Town Planner's fees and expenses and of apportioning fees between work stages.

A sample memorandum of agreement and Schedule of services and Fees are not included in this document. They are published separately.

The client and the Town Planner should discuss the Town Planner's appointment and agree in writing the service conditions and fee basis. These should be stated in the Schedule of Services and Fees and referred to in the Memorandum of Agreement between client and Town Planner; alternatively they should be stated in a letter of appointment. Any question on or arising out of the information contained within this document may be referred for advice to the Vice Chairman (Town Planning) Pakistan Council of Architects and Town Planners.

PART 1 - TOWN PLANNER'S SERVICES

This part describes Preliminary and Basic Services which a Town Planner will normally provide:

Work stage A: Site Reconnaissance

- 1.1 Having studied the relevant map of the client and authority and having discussed with the client advise on the suitability of site for the particular land use as desired by the client.

- 1.2 Discuss the client's requirements including time scale and any financial limits assess these and give, general advise on how to proceed, agree the Town Planner's services.
- 1.3 Obtain from the client information on ownership and any lessors and lessees of the site, any existing buildings on the site, boundary fences and other enclosures, and any known easements, encroachments, underground services, rights of way, rights of support and other relevant matters.
- 1.4 Advise on the need for specialist to design and execute part of the works to comply with the Town Planner's requirements including soil and other similar investigations.
- 1.5 Advise on the need for efficient implementation of the project.
- 1.6 Prepare where required an outline timetable and fee basis of further services for the client's approval.

Work stage B: Surveys - Physical and socio-economic, collection of data, informations and its synthesis and analysis.

Topographical, Physical, Socio-economic and Traffic Surveys etc.

- 1.7 To prepare the job description for the approval of the client.
- 1.8 To prepare the time schedule and personnel required for the job.
- 1.9 To prepare the Fee Structure for the approval of the client on the basis of time scale + 100% overheads.

Work stage C: Feasibility Report

- 1.10 Carry out such studies as may be necessary to determine the feasibility of the proposed development plan; review with a client, alternative designs and development approaches and cost implications; advise on the procedures to obtain planning permissions; approvals under regulations and other similar statutory requirements. Prepare the personnel required, time scale and fee structure for the client's approval.

BASIC SERVICES

Work stage D: Conceptual proposals:

- 1.11 With other consultants where appointed, on the

basis of Surveys and Analysis; prepare Conceptual proposals including a descriptive report thereof, and an approximation of the development cost for the client's approval.

Prepare Time Schedule for the completion of the project.

Work stage E: Scheme design:-

- (a) Regional Plan
- (b) Master Plan
- (c) Out Line Development Plan
- (d) Structure Plan

1.12 With other specialists where associated develop a Scheme design, taking into account the physical and socio-economic conditions; prepare a plan and cost estimate; where applicable giving an indication of possible start and completion dates for the development. The Scheme design will illustrate the size and character of the project in sufficient details.

1.13 With other specialists if associated, advise the client of the implication of any subsequent changes on the cost of development and on the overall programme.

1.14 Make where required application for planning permission. The permission itself is beyond the Town Planner's control and no guarantee that it will be granted can be given.

1.15 Prepare the personnel requirement, time scale and fee structure to complete the Scheme for the approval of the clients.

Work stage F, G: Detailed Design – Detailed Layout Plans, Action Area Plans and Design of Services.

1.16 With other disciplines as associates, develop the detailed programme to obtain the client's approval regarding the type of proposals.

1.17 Make and negotiate where required applications for approvals under Town Planning acts, regulations or other statutory requirements.

1.18 With other consultants where appointed, prepare development details including drawings, schedules and specifications of materials, provide information for bills of quantities, if any, to be prepared; all information complete in sufficient detail to enable a contractor to prepare a tender.

Work Stage H: Demarcation.

Work Stage I, J: Bill of Quantities, Tender Action and Award of Works.

- 1.19 Arrange, where relevant, for other contracts to be let prior to the contractor commencing work.
- 1.20 Advise on and obtain the client's approval to a list of tenderers.
- 1.21 Invite tenders from approved contractors; appraise and advise on tenders submitted. Alternatively, arrange for a price to be negotiated with contractor.
- 1.22 Advise the client on the appointment of the contractor and on the responsibilities of the client, contractor and Town Planner under the terms of the development contract; where required prepare the contract dummy and arrange for it to be signed by the client and the contractor.

Work stage K: Project Supervision.

- * Prepare a suitable list of qualified staff required for supervision.
- * Make necessary arrangements for proper supervision and ensure implementations as per approved plans.

Work stage L: Completion

- 1.23 Visit the site as appropriate to inspect generally the progress and quality of the work.
- 1.24 Administer the terms of the development contract during operations on site and adhere to the approved plans.
- 1.25 With other consultants where appointed, make where required periodic financial reports to the client including the effect of any variations on the construction cost.
- 1.26 Along with the other consultants, specialists and the client prepare a completion plan for the client and for submission to the relevant Planning Authority.

PART 2 - OTHER SERVICES:

Services normally provided by Consultants.

- 2.1 Provide such service as

- a. Quantity surveying
- b. Structural engineering
- c. Mechanical engineering
- d. Electrical engineering
- e. Landscape and Garden Design
- f. Civil engineering
- g. Architecture
- h. Design of Street Furniture
- i. Industrial Design

Where consultant's services are provided from within the Town Planner's own office or by consultants in association with other disciplines, it is recommended that fees be in accordance with the scales of charges of the relevant professional body.

Consultancy Services:

- 2.2 Provide services as a Consultant Town Planner on a regular or intermittent basis.

PART - 3 CONDITIONS OF ENGAGEMENT:

This part describes the conditions which normally apply to a Town Planner's appointment. If different or additional conditions are to apply, they should be set out in the Schedule of Services and Fees or letter of appointment.

- 3.1 The town Planner will exercise reasonable skill and care in conformity with the National and International standards of the Town Planning profession.

Town Planner's Authority:

- 3.2 The Town Planner will act on behalf of the client in the matters set out or implied in the Town Planner appointment. The town planner will obtain the authority of the client.
- 3.3 The Town Planner shall not make any material alteration, addition to or omission from the approved Plan or Design without the knowledge and consent of the client and relevant approving authority.
- 3.4 The Town Planner will inform the client if, at any state, he finds that the total proposed Estimates or the development contract period is likely to be materially varied.

Consultants

- 3.5 Consultants may be nominated by either the client or the Town Planner, subject to acceptance by each party.
- 3.6 Where the client employs the Consultants, either directly, or through the agency of the Town Planner, the client will hold each

Consultant, and not the Town Planner, responsible for the competence, general inspection, and performance of the work entrusted to that Consultant; provided that in relation to the execution such work under the contract between the client and the contractor nothing in this clause shall affect any responsibility of the Town Planner for issuing instructions or for other functions ascribed to the Town Planner under the agreement.

- 3.7 The Town Planner will have the authority to coordinate and integrate and supervise the overall design and service provided by any consultant, however employed.
- 3.8 A specialist who is to be employed by the client to design any part of the works may be nominated by either the Town Planner or the client, subject to acceptance by each party. The client will hold such specialist, and not the Town Planner, responsible for the competence, proper execution and performance of the work thereby entrusted to the specialist. The Town Planner will have the authority to coordinate, supervise and integrate such work into the overall plan and programme.
- 3.9 The client will employ a contractor under a separate agreement to undertake construction or other works. The client will hold the contractor, and not the Town Planner, responsible for the contractor's operational methods and for the proper execution of the works.

Site Inspection:

- 3.10 The Town Planner will visit the site at intervals appropriate to the stage of development to inspect the progress and quality of the works and to determine that they are being executed generally in accordance with the Contract Documents and Plan. The Town Planner will not be required to make frequent or constant inspections.
- 3.11 Where frequent or constant inspection is required a team of supervisory staff will be appointed. They may be employed either by the client or by the Town Planner and will in either event be under the Town Planner's direction and control and Town Planner will be paid overheads as a percentage of supervision cost.
- 3.12 Where frequent or constant inspection by the Town Planner is agreed to be necessary, a resident Town Planner may be appointed by the Town Planner on a part or full time basis.

Client's Instructions:

- 3.13 The client will provide the Town Planner with such information and make such decisions as are necessary for the proper performance of the agreed services.
- 3.14 The client, if a firm or other body of persons, will, when requested by the Town Planner, nominate a responsible representative through whom all instructions will be given.

Copyright:

- 3.15 Copyright in all documents and drawings prepared by the Town Planner and in any works executed from those documents and drawings shall unless otherwise agreed, remain the property of the Town Planner.
- 3.16 The client, unless otherwise agreed, will be entitled to reproduce the Town Planner's design by proceeding to execute the project provided that:
- the entitlement applies only to the site or part of the site to which the design relates; and
 - the Town Planner has completed work stage E or has provided detail design; and
 - any fees due to the Town Planner have been paid or tendered.
- 3.17 Where a Town Planner has not completed work stage E, or where the client and the Town Planner have agreed that clause 3.16 shall not apply, the client may not reproduce the design by proceeding to execute the project without the consent of the Town Planner and payment of any additional fee that may be agreed in exchange for the Town Planner's consent.
- 3.18 The Town Planner shall not unreasonably withhold his consent under clause 3.17 but where his services are limited to making and negotiating planning applications he may withhold his consent unless otherwise determined by an arbitrator appointed in accordance with clause 3.26.

Assignment:

- 3.19 Neither the Town Planner nor the client may assign the whole or any part of his duties without the other's written consent.

Suspension and Termination:

- 3.20 The Town Planner will give immediate notice

in writing to the client of any situation arising from force majeure which makes it impracticable to carry out any of the agreed services, and agree with the client a suitable course of action.

- 3.21 The client may suspend the performance of any or all of the agreed services by giving reasonable notice in writing to the Town Planner.
- 3.22 If the Town Planner has not been given instructions to resume any suspended service within six months from the date of suspension the Town Planner will make written request for such instructions which must be given in writing. If these have not been received within 30 days of the date of such request the Town Planner will have the right to treat the appointment as terminated upon the expiry of the 30 days.
- 3.23 The Town Planner's appointment may be terminated by either party on the expiry of reasonable notice given in writing.
- 3.24 Should the Town Planner through death or incapacity be unable to provide the agreed services, the appointment will thereby be terminated. In such an event the client may, on payment or tender of all outstanding fees and expenses, make full use of report, drawings or other documents prepared by the Town Planner in accordance with and for use under the agreement, but only for the purpose for which they were prepared.

Settlement of disputes:

- 3.25 Any difference or dispute arising on the fee charged may, by agreement between the parties, be referred to the Pakistan Council of Architects and Town Planners for an opinion provided that:
 - the member's appointment is based on this document and has been agreed and confirmed in writing; and
 - the opinion is sought on a joint statement of undisputed facts, and
 - the parties undertake to accept the opinion as final and binding upon them.
- 3.26 Any difference or dispute arising out of the appointment which cannot be resolved in accordance with clause 3.25 shall be referred to

arbitration by a person to be agreed between the parties or, failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party or by the Chairman of the Pakistan Council of Architects and Town Planners, provided that in a difference or dispute arising out of provisions relating to copyright, clause 3.15 to 3.18 above, the arbitrator shall, unless otherwise agreed, be a Town Planner.

- 3.27 Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the appointment without recourse to arbitration.

Governing Laws:

- 3.28 The application of these conditions shall be governed by the Laws of Pakistan.

PART 4 - RECOMMENDED SCALE OF PROFESSIONAL CHARGES AND EXPENSES:

- 4.1 Recommended percentage of fee scales for New Works including from items D to J and L, are as follows:

Total cost of New Works	Percentage Fee
Rs. 5,00,000 to Rs. 50,00,000	6 ½ %
Rs. 50,00,000 to Rs. 1,00,00,000	6 %
Rs. 1,00,00,000 to Rs. 5,00,00,000	5 ½ %
Rs. 5,00,00,000 to Rs. 10,00,00,000	5 %

Recommended fee for item K will be on the basis of cost of Supervision + 100%.

Recommended percentage fee scales for redevelopment plans including the items from D, F to J and L on areas are as follows:-

Rs. 5,00,000 to Rs. 50,00,000	7 ½ %
Rs. 50,00,000 to Rs. 1,00,00,000	7 %
Rs. 1,00,00,000 to Rs. 5,00,00,000	6 ½ %
Rs. 5,00,00,000 to Rs. 10,00,00,000	6 %

Recommended Fee for the item K, will be on the basis of cost of Supervision + 100%.

Percentage Fees:

- 4.2 The percentage fee scales are for use where the Town Planner's appointment is for the Basic Services described in Part 1 for New Works having a total development cost not less

than Rs. 5 Lacs or more than Rs. Ten Crores, client and Town Planner should agree an appropriate fee basis at the time of appointment.

- 4.3 Percentage fees are based on the total development cost initially to be paid on preliminary cost estimates submitted by the Town Planner and recalculated on actual cost after completion, on the basis of the final certificate of completion cost.
- 4.4 Total development cost is defined as the cost, as certificated by the Town Planner:
- a. The total development cost includes the cost of all work designed by consultants and coordinated by the Town Planner, separate contracts for which the Town Planner may not be responsible. The Town Planner will be informed of the cost of any such separate contracts.
 - b. For the purpose of calculating the appropriate fee, the total development cost includes the actual or estimated cost of any work executed which is excluded from the contract but otherwise designed by the Town Planner.
 - c. The total development cost does not include the cost of land. Where the cost of any special equipment is excluded from the total development cost, the Town Planner may charge additionally for work in connection with such items.
 - d. Where any material, labour or carriage is supplied by a client who is not the contractor, the cost will be estimated by the Town Planner as if it were supplied by the contractor, and included in the total cost.
 - e. Where the client is the contractor, a statement of the ascertained gross cost of the works may be used in calculating the development cost. In the absence of such a statement, the Town Planner's own estimate will be used in both, a statement of the ascertained gross cost and a Town Planner's estimate there will be included an allowance for the contractor's profit and overheads.

Time charge fees:

- 4.5 Time charges are based on hourly rates for principals and other technical staff. In assessing

The hourly rate all relevant factors should be considered, including the complexity of the work, the qualifications, experience and responsibility of the Town Planner, and the character of any negotiations. Hourly rates for principals shall be agreed. The hourly rate for technical staff should be not less than 15 paisa per Rs.100/- of gross annual income.

- 4.6 Technical staff are defined as Town Planning and other professional and technical staff, where the Town Planner is responsible for deducting income tax from those persons' salaries.
- 4.7 Gross annual income includes bonus payments plus the employer's share of contributions towards Group Insurance, pension and private medical schemes and other emoluments such as car and accommodation allowances.
- 4.8 Where staff are employed by the Town Planner, hourly rates shall be agreed.
- 4.9 Where site staff are employed by the Town Planner, hourly rates shall be agreed.
- 4.10 Unless otherwise agreed no separate time charges will be made for secretarial staff or staff engaged on general accountancy or administrative duties.
- 4.11 The Town Planner will maintain records of time spent on services performed on a time basis. The Town Planner will make such records available to the client on a request.

Lump sum Fees:

- 4.12 The Town Planner may agree with the client to charge a lump sum fee for any of the services described in part 1 and 2 in appropriate circumstances, for example where:
- The client's requirements are provided in a form such that the Town Planner is not obliged to undertake any additional preparatory work;
 - Full extent of the services can be determined when the Town Planner is appointed; and
 - The Town Planner's service can be completed within an agreed period.

Compounding of fees:

- 4.13 By agreement the percentage or lump sum fee may be compounded to cover all or any part of the Town Planner's services and expenses.

Interim Payment:

- 4.14 Fees and expenses should be paid in instalments either at regular intervals or on completion of work stages of the Basic Services (Part 1).
- 4.15 Where interim payment of percentage of lump sum fees is related to completion of work stages of the Basic Services the recommended proportionment is as follows:

Work Stage	Proportion of fee	Cumulative total
D	25%	25%
F – G	30%	55%
H	30%	85%
I J & L	15%	100%

K, on basis to be mutually agreed Cost of Supervision + 100% basis.

Partial Services:

- 4.16 The Town Planner may be required to provide only the Basic Services (Part 1). In such cases, the Town Planner will be entitled to a commensurate fee.
- 4.17 All percentage fees for partial services should be based on the Town Planner’s current estimate of the total development cost, such estimate may be based on accepted tenders or, subject to the following, on the lowest of unaccepted tenders. Where partial services are provided in respect of works for which the executed cost is not known and no tender has been accepted, percentage fees should be based either on the Town Planner’s estimated total development cost or on the most recent cost limit agreed with the client, whichever is the lower.
- 4.18 Fees for partial services may alternatively be on a time or lump sum basis.
- 4.18 (a) Services mentioned against work stage “E” since cannot be estimated being of specialized nature the fee will be charged on actual cost + 100% basis.

Suspension, resumption and termination:

- 4.19 On suspension or termination of the Town Planner’s appointment the Town Planner will be entitled to fees for all work completed at that time. Fees will be charged on a partial service basis.

- 4.20 During such period of suspension the Town Planner will be reimbursed by the client for all expenses and disbursements necessarily incurred under the appointment.
- 4.21 On the resumption of a suspended service within six months, previous payments will be regarded solely as payments on account towards the total fee.
- 4.22 Where the Town Planner’s appointment is terminated by the client the Town Planner will be reimbursed by the client for all expenses and disbursements necessarily incurred in connection with work then in progress and arising as a result of the termination.

Expenses and Disbursements:

- 4.23 In addition to the fees charged the Town Planner will be reimbursed for all expenses and disbursements properly incurred in connection with the appointment, including the following:
 - a. Printing, reproduction or purchase costs of all documents, drawings, maps, models, photographs and other records, including all those used in communication between Town Planners, client, consultants and contractors, and for enquiries to contractors, sub-contractors and suppliers, notwithstanding any obligation on the part of the Town Planner to supply such documents in those concerned, except that contractors will pay for any prints additional to those to which they are entitled under the contract.
 - b. Hotel and traveling expenses, including mileage allowance for cars at rates stated in the Schedule of Services and Fees (separately published) and other similar disbursements.
 - c. All payments made on behalf of the client, such as expenses incurred in advertising for tenders and resident site staff including the time and expenses of interviewers and reasonable expenses of interviewers.
 - d. Fees and other charges of specialist professional advice, including legal advice, which have been incurred by the Town Planner with the specific authority of the client.
 - e. The cost of postage, telephone charges, telex messages, telegrams, cables, facsimiles, air-freight and courier services.

f. Rental and hire charges for specialized equipment, including computers, where required and agreed by the client.

g. Where work charged on a percentage fee is at such a distance that an exceptional amount of time is spent traveling, additional charges may be made.

4.24 The Town Planner will maintain records of all such expenses and disbursements and will make these records available to the client on reasonable request.

4.25 Expenses and disbursements may by agreement be estimated or standardized in whole or in part, or compounded for an increase in the percentage or lump sum fee.

4.26 The client will pay all fees in respect of applications under planning acts and other statutory requirements.

Variations:

4.27 Where the scope of the Town Planner's services is varied, fees may be adjusted accordingly.

4.28 Where the Town Planner is involved in extra work and expense for reasons beyond the Town Planner's control additional fees are due. Any of the following is likely to involve the Town Planner in extra work and expense:

a. The need to revise reports, plans, specifications or other documents due to change in interpretation of enactment or revisions of laws, statutory or other regulations.

b. Charges in the client's instructions, or delay by the client in providing information.

c. Delays in the development contract operations; delays resulting from defects or deficiencies in the work of the contractor, subcontractors or suppliers; default, bankruptcy or liquidation of the contractor, sub-contractors or suppliers.

d. Any other cause beyond the Town Planner's control.

MEMORANDUM OF AGREEMENT

Between Client and Town Planner for use with PCATP Town Planner's appointment

This Agreement is made on the day of 19 between (insert name of Client)

of (hereinafter called the 'Client')

and (insert name of Town Planner or firm of Town Planner's)

of (hereinafter called the 'Town Planner')

Now it is hereby agreed

That upon the Conditions in Parts 3 and 4 of the Town Planner's Engagement a copy of which is attached hereto, save excepted or varied by the parties hereto in the attached Schedule of Services and Fees, hereinafter called the 'Schedule', and subject to any special conditions set out or referred to in the Schedule:

1. The Town Planner will perform for the Client the services listed in the Schedule in respect of
(insert general description of project)
at
(insert location of project)

S6. INTERIM PAYMENTS

(Interim payments for percentage and lump sum fees shall be paid monthly/quarterly/half yearly:-

paid at completion of work stages as follows:

Work stage	Proportion fee	Cumulative total
C		
D		
E		
F-G		
H, J & L		
K	Cost + 100%	

* Notwithstanding these, fees in respect of work stages E, F, G and H, J, K and L shall be paid in instalments proportionate to the drawings and other work completed or the value or works certified.

* Delete whichever is inapplicable

S7. TIME CHARGE FEES

Rates for fees charged on a time basis shall be:

1. for principals : Rs per hour

Adjustments in the above rates shall be made at intervals of not more than 12 months on the following basis:

2. for staff: Paisa per Rs. 100 of gross annual income for office based staff

Paisa per Rs. 100 of gross annual income for site based staff

S*. EXPENSES AND DISBURSEMENTS

The fees charged in accordance with S1 and S4 to S7 above are inclusive of all expenses and disbursements.

or

* Expenses and disbursements shall be charged in accordance with Part 4, clauses 4.30 to 4.32.

Mileage rates shall be:

Adjustments in the above rates shall be made on the following basis:

* Delete whichever is inapplicable

S9 CONSULTANTS

The following consultants shall be appointed by the Client:

S10 SITE STAFF

The following site staff shall be appointed:

1. by the Client 2. by the Town Planner Signed: (Client) (Town Planner) Date:

**Regulations
for
Town Planning
Competitions**

Regulations for Town Planning Competitions

1. The following regulations for the promotion and conduct of Town Planning Competitions have been drawn up for the guidance of Promoters and Competitors:
 - (a) There shall be appointed for every Competition one or more qualified Assessors, at least one of whom shall be a Town Planner duly registered with the Pakistan Council of Architects and Town Planners and to whom the whole of the designs shall be submitted.
 - (b) No promoter of a Competition, and no Assessor engaged upon it, or partner of an Assessor, or any employee of either shall compete, or assist a Competitor.
 - (c) Each design shall be accompanied by a declaration, signed by the Competitor, or joint Competitors, stating that the design is his/their own personal work, and that the drawings have been prepared under his/their supervision. A successfully Competitor/Competitors on his/their own shall satisfy the Assessor/s that he is the bona-fide author(s) of the design he/they has/have submitted.
 - (d) The premiums shall be paid in accordance with the award of the Assessor or Assessors. Should the Promoters, within a reasonable time, proceed with the project by the preparation for the whole or part of the area either of a Development Plan under current town planning legislation, or of a working plan for the execution of the project, the successful Competitor shall, save in exceptional circumstances, be retained in the capacity of Consultant.
 - (e) The successful Competitor when retained as Consultant shall be paid in accordance with the Schedule of Charges sanctioned and published by the Pakistan Council of Architects and Town Planners, where the Schedule is inapplicable, he shall be paid a fee approved by the Council.
2. The Promoters of an intended Competition should, as their first step, appoint one or more professional Assessors whose names should be published in all advertisements or other announcements of the Competition and in the conditions governing the Competition.

The Vice Chairman of the Pakistan Council of architects and Town Planners (from planning discipline) may be approached to act as honorary advisor to Promoters in their appointment of Assessors.
3. The duties of Assessors are as follows:-
 - (a) Immediately to inform the Pakistan Council of Architects and Town Planners of their nomination or appointment so that all the documents governing the conduct of town planning Competitions may be sent to them.
 - (b) To confer with the Promoters and secure that the Competition is conducted in accordance with these Regulations.
 - (c) To confer with and advise the Promoters on general requirements and on premium to be offered. Where the premium is the sole reward the Assessors should take this into consideration in advising on the amount of the premium.
 - (d) To draw up instructions for the guidance of Competitors and for the conduct of the Competition incorporating the whole of the clauses of these Regulations which are applicable to the particular Competition. It should be stated definitely which of the conditions are to be strictly adhered to, under penalty of disqualification from the Competition, and which are optional.
 - (e) To answer queries raised by the Competitors within a specified time during the preparation of the designs such answers to be sent to all Competitors.
 - (f) To examine all the designs submitted by Competitors and to determine whether they conform to the conditions and to exclude any which do not.
 - (g) To report to the Promoters on the designs not so excluded and to award the premiums in strict accordance with the conditions.

4. Competitions may be conducted in one of the following ways:-
- (a) By advertisement, inviting Competitors to submit designs for the intended project.
 - (b) By advertisement, inviting Competitors to send in their names by a given day, with such information as they may think likely to advance their claim to be admitted to the Competition. From these names the Promoters, with the advice of the Assessors, shall select a limited number to compete, and each Competitor thus selected shall receive a specified sum for the preparation of his design, provided that in the opinion of the Assessors, it shows reasonable merit.
 - (c) By personal invitation to a limited number of selected Competitors, to join in a Competition for the design of the intended project. Each Competitor to receive a specified sum for the preparation of his design.
5. When a deposit is required for supplying particulars of the Competition and instructions to Competitors, it shall be reimbursed on the receipt of a bona fide design or, if the applicant declines to compete, on the return of the particulars and instructions within a specified time after the receipt of replies to Competitors questions.
6. The number, scale and method of finishing the required drawings, the submission of otherwise of perspective drawings and the scope of the report, if such is asked for, shall be distinctly set forth in the Conditions.
7. No design shall bear any motto or distinguishing mark, but all designs shall be numbered by the Promoters in order of receipt.
 8. A design shall be excluded from the Competition:
 - (a) If received after the date specified (delays in transit excepted).
 - (b) If any of the obligatory Conditions of instructions are violated.
 - (c) If a Competitor shall disclose his identity, or attempt to influence the decision.
 9. All drawings submitted in a Competition, together with reports, shall be returned, carriage paid, to the Competitors, provided, however, that the Promoters may retain the winning design.
 10. All designs and reports submitted in Competition, except any excluded under clause 8, together with a copy of the Assessors Award, should be publicly exhibited for at least six days.
 11. The conditions of a Competition issued by a Corporate Body should have the common Seal of the Body affixed thereto.

ASSESSMENT CHARGES FOR COMPETITIONS / COMPETITION:

- 1) Assessment charges for Layout of Housing & Industrial SchemesRs. 2500/- minimum
- 2) Assessment charges for ODP, Master Plans and Regional PlansRs. 5000/- minimum
- 3) Assessment charges for plans for Town centres, main shopping areas and major urban Improvement Schemes..... Rs. 2500/- minimum
- 4) In the case of a special Competition e.g. Regional Plan or a new Town, a minimum fee will be determined by the Pakistan Council of Architects and Town Planners.

The above are minimum fees and do not include traveling time and expenses or expenses incidental to viewing the area.