



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA**

**(ICAI)**

**TENDER/APPLICATION**

**FOR**

**APPOINTMENT OF ARCHITECT CUM PROJECT  
MANAGEMENT CONSULTANCY FOR ICAI'S  
PROPOSED INSTITUTIONAL BUILDING AT 357 &  
358, Sector-3A, IE. Karnal-132001, Haryana**

**PART – I: TECHNICAL BID**

**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA**

H.O. : 'ICAI Bhawan', Indraprastha Marg, New Delhi - 110 002.  
Branch Office : S.C.O. 24 & 25, First Floor, Sector-14 Karnal

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## TECHNICAL BID/OFFER

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**EXPRESSION OF INTEREST (PRESS NOTICE)**

**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)**

**Head Office** : ICAI Bhawan', Indraprastha Marg, New Delhi – 110002

**Branch Office** : S.C.O. 24 & 25, First Floor, Sector-14 Karnal-132001, Haryana

ICAI invites unconditional sealed bids, in prescribed format, from experienced and reputed Architectural firms / Architects for Appointment of Architect for providing comprehensive Architectural and PMC services for proposed **INSTITUTIONAL BUILDING AT 357 & 358, Sector-3A, IE. Karnal-132001, Haryana**. The last date of receipt of duly filled in bids is 11<sup>th</sup> June, 2024 up to 05:00 P.M. The detailed terms and conditions/Tender are available at ICAI's website [www.icaai.org/post/icaai-eoi-tenders](http://www.icaai.org/post/icaai-eoi-tenders), [www.nirc.icaai.org](http://www.nirc.icaai.org) and [www.icaikarnal.com](http://www.icaikarnal.com) .

Secretary, ICAI

## SECTION – I

### **IMPORTANT INSTRUCTIONS TO APPLICANTS**

Unless the context otherwise requires, the term '**Institute**' wherever used in this document, shall mean 'The Institute of Chartered Accountants of India' or 'ICAI'.

1. ICAI invites unconditional sealed bids, in prescribed format, from experienced and reputed Architectural firms / Architects for Appointment of Architect for providing comprehensive Architectural and PMC services for proposed Institutional Building at 'ICAI BHAWAN', **357 & 358, Sector-3A, IE. Karnal-132001, Haryana.**
2. The application form, the eligibility criteria and the detailed time schedule is available in the "Tender/EOI" section on ICAI's web site [www.icaai.org](http://www.icaai.org), [www.nirc.icaai.org](http://www.nirc.icaai.org) and [www.icaikarnal.com](http://www.icaikarnal.com) .
3. Intending applicants are required to submit their full bio-data giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, in-house computer aided design facilities etc. in the enclosed Formats. Technical and Financial Bid must be submitted in separate sealed envelopes clearly mentioned as "**Technical Bid**" and "**Financial Bid**" and both the sealed envelopes to be put into another envelope and it should be super scribed as "**APPOINTMENT OF ARCHITECT CUM PROJECT MANAGEMENT CONSULTANCY FOR PROPOSED INSTITUTIONAL BUILDING AT 'ICAI BHAWAN', 357 & 358, Sector-3A, IE. Karnal-132001, Haryana'** and should be sent either by registered post/speed post / or may be dropped in the tender box placed at **Karnal BRANCH OF NIRC OF ICAI, S.C.O. 24 & 25, First Floor, Sector-14 Karnal-132001 Haryana, 'ICAI Bhawan',"**
4. The duly filled in application in a sealed envelope / cover shall be addressed to Chairman, Infrastructure Committee, Karnal Branch of NIRC of ICAI, so as to reach on or before 05:00 P.M. upto 11<sup>th</sup> June, 2024. The same will be opened by the Branch on 12<sup>th</sup> June, 2024 at 03:00 P.M. in the presence of applicants or their authorized representative who chooses to be present at the venue and time decided for opening of applications.
5. The tender fee is Rs.1,000/- plus 18% GST (non-refundable) in the form of Demand Draft in favour of "Secretary, The Institute of Chartered Accountants of India", payable at New Delhi along with application form. The bid without a tender fee shall not be considered.
6. The Applicant shall submit its Bid along with EMD of **Rs.35,000/- (Thirty-Five Thousand Rupees only)** in the form of Demand Draft drawn in favour of "Secretary, The Institute of Chartered Accountants of India", payable at New Delhi. No interest shall be paid by the ICAI on the EMD.
  - The ICAI reserves the right to accept any or reject all the Bids without assigning any reasons whatsoever.
  - The amount quoted shall be inclusive of visit, transportation, stay, boarding / lodging charges etc. may be required for completion of the proposed Works.
  - Before submitting a Bid, the Applicant is advised to visit the **Karnal BRANCH OF NIRC OF ICAI, AT S.C.O 24 & 25, First Floor, Sector-14, Karnal.**
7. EMD is to be submitted by all Applicant. A bid without EMD shall be rejected summarily.

- 8.** Joint Venture / consortia of firms / companies shall not be allowed to participate in the Bidding process and if it is found at any stage either before or after award of work, the EMD, any other security deposit and / or any other sums payable to such JV / Consortia shall stand forfeited. Further contract, if already awarded, without the prejudice of any other rights or remedy available to ICAI under any of the clauses of this Tender Document, shall immediately be terminated at the risk and cost of such successful bidder.
- 9.** The Bid not accompanied with EMD as aforesaid shall be rejected forthwith. EMD of the unsuccessful Applicants will be returned within 120 days from the last date of the Bid submission.
- 10.** Return of EMD to Successful Applicant: In case of successful Applicant, the EMD may be returned after Execution of Agreement.
- 11.** The EMD may be forfeited:
  - If the Applicant modifies its application price any time after submission of Bid and after being declared as successful Applicant.
  - If the Applicant withdraws its/his offer during the period of tender validity or non-acceptance of Letter of Intent by the successful Applicant.
  - If the successful Applicant refuses/fails to execute the Agreement within stipulated time.
  - If the Applicant founds to be indulged in Canvassing or indulged in fraud, corruption, bid rigging, collusive bidding, Misrepresentation, Mal Practices or any of the corrupt practices in any form in connection with this tender.
  - If the Applicant founds to be suppressing the information or furnishing wrong or incomplete information or providing information, which is misleading, false etc. and/or submitting documents which are fabricated or forged.
  - If the successful Applicant fails to honour or refuses to comply with or modifies any or all terms and conditions or puts any new conditions subsequent to become successful bidder.
- 12.** The scale of fees payable for Comprehensive CONSULTANCY services shall include all the works i.e. ARCHITECTURAL & PMC services, site development, Interior Architecture, Landscape Architecture, Graphic design & signage, obtaining various approvals from concerned authorities, supervision of works etc.
- 13.** As time is the essence of a contract, the ability and competence of the applicants to render required services within the specified time frame will be a major factor while deciding the selection of the ARCHITECT. Applicants shall enclose testimonials of having completed similar high value projects of rendering good quality ARCHITECTURAL & PMC services within time for major public sector undertakings/large industrial establishments, Government bodies etc.
- 14.** The application shall be signed by the bidder or by a person(s) having the necessary Authorization/ Power of Attorney, from the bidder, to do so. Each page of the application shall be signed (copy of Power of Attorney/ Authority Letter, Memorandum of Association/Partnership Deed shall be furnished along with the application/proforma).
- 15.** If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the application.

- 16.** Applications containing false and/or incomplete information are liable for rejection. The ICAI shall obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials.
- 17.** Decision of the ICAI in regard to selection of the ARCHITECT shall be final. The ICAI is not bound to assign any reasons for rejection or non-selection of any bidder thereof.
- 18.** Applicants shall submit the Financial Offers/Bids along with application in a separate sealed envelope.
- 19.** While filling up the Tender form with regard to the list of important projects completed or in hand, Applicant shall only include those works which individually costs not less than Rs.100 lakhs.
- 20.** The Applicant shall have registered office at **Delhi, Chandigarh, and Haryana (Restricted upto 150 Km from site)** with adequate number of supporting staff at senior and middle level and individual, telephone/mobile facility along with all the necessary equipment's required for the smooth functioning of the Comprehensive Consultancy services.
- 21.** The appointed ARCHITECT has to share the list of associated consultants, have to engage the services of well qualified specialists or Architects pertaining to the following services which shall be required to complete the project.,
- Structural
  - Electrical & lifts
  - Air conditioning
  - Plumbing, sanitary, drainage and water supply etc.
  - All other MEP Architect required for the project.
  - Interiors etc.
- 22.** Bids containing false and/or incomplete information are liable for rejection and forfeiture of EMD. The ICAI may obtain the Confidential Reports from the clients of the Applicant and inspect the works executed by them in the past to verify the various claims and the credentials.
- 23.** The scale of fees payable for Comprehensive Architectural services shall include all the works of Architectural Cum PMC Services w.r.t Building Designing, planning, Construction, Site Development, Interior Architecture, Landscape Architecture, HVAC, MEP, Green Building Design, Graphic design & Signage including all other Specialized Services/Works required to complete the Project in all respect.

**24. REPRESENTATIONS AND WARRANTIES:**

The Bidder/ Tenderer represents and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Tender Document/ ensuing Agreement and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender and under ensuing agreement.

- c) The Architect shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- d) In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- f) The information furnished in the Tender documents and as updated is true and accurate in all respects and nothing is suppressed or mis-represented.
- g) The execution, delivery and performance of Agreement arising out of this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum or Articles of Associations or under any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- h) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement.
- i) It has committed no violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement.
- j) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- k) It and its personnel have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.
- l) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise by entering into this Tender or for influencing or attempting to influence any officer or employee of ICAI in connection therewith.
- m) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

**25. Retention Money:**

An amount equal to 5% of the gross amount of the running account bill will be

deducted towards retention money from each progressive bill for performance of its obligation/ Security Deposit in respect of the contract. 50% (Fifty percent) of the amount deducted shall be refunded to the Architect after the successful completion of the work and balance 50% of the amount shall be refunded after completion of the Defect Liability Period i.e. 12 months from the date of receipt of Occupation Certificate & Completion Certificate from the Local Municipal Authority or two months from the date of latest Rectification of work, whichever is later. No Interest is payable on the Retention Money.

Notwithstanding anything contained in this tender/ RFP the Retention Money and any other amount due and payable to the successful Bidder (Architect) shall be liable to be forfeited by the Institute at its discretion in the event the Architect has committed any default or in breach of any terms and conditions of the contract or if the Architect fails to perform or observe any of the conditions of the contract. Further, in addition to other provisions and conditions mentioned in this Tender/ RFP and the Tender, the Retention Money and other amount payable to the Architect shall be liable to be forfeited in following conditions also:

- a) If the Architect changes the rates of contract during the contract period
- b) If the Architect withdraws its/his offer during the period of Agreement/ Contract
- c) the Architect fails to perform the work to the satisfaction of the ICAI.
- d) If the Architect founds to be indulged in Canvassing, Fraud, Corruption, bid rigging, collusive bidding, Misrepresentation, Mal Practices etc. in any form in connection with tender culminated into award of contract and this Agreement.
- e) If the Architect founds to be suppressing the information or furnishing wrong information or providing incomplete information.
- f) If the Architect fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender/ Agreement.
- g) If the Architect fails to pay Penalty and/ or Liquidated Damages.
- h) The Architect assigns or sub-contracts the work under the contract without the prior written permission of the ICAI
- i) If the Architect provides the services which are of sub-standard quality and /or not as per the original contract; unsatisfactory service or failure on the part of the Architect to meet the delivery schedules or variation in the quality of services.

## **26. LIQUIDATED DAMAGES:**

If the performance of work/services is delayed beyond time schedule due to reasons attributed to the Architect, the Architect shall pay the liquidated damages to ICAI for delay but not by way of penalty to the ICAI, an amount calculated at the rate of 1/4 % of the total fees/charges payable under the contract for every week for delay or part thereof, and the ICAI will be at liberty to deduct the said amounts from any amount due to Architect from the ICAI. This is without prejudice to any other remedy available to the ICAI under this Tender Document/ ensuing agreement.

## **27. PENALTY:**

The bidders are expected to have capability to deliver efficient and effective services to the ICAI. The successful bidder shall perform the services and carry out its obligations with all due diligence, render any opinion with professional integrity, efficiency and economy, as per generally accepted professional techniques, standards and practices, and shall observe sound management practices. The bidder shall at all times support and safeguard ICAI's legitimate interests. The bidder shall be liable to the ICAI for any direct loss or damage accrued or likely to accrue due to deficiency in services or



opinion rendered by it or improper discharge of contractual obligations or deviant conduct.

It is clarified that the opinion given, or certifications furnished by the successful bidder are going to be utilized/ relied upon by ICAI. Therefore, the bidder needs to note that in the event its opinion/ certification turns out to be untrue, faulty and factually incorrect or it has been found that the bidder was negligent while rendering the services or it has been found that the bidder had colluded with any other party causing loss (pecuniary or otherwise) to the Institute, the Institute besides fixing responsibility of the bidder, imposing penalty @ 10% of total fee, may also blacklist such bidder's name and may also approach the concerned professional bodies with complaints of professional misconduct, etc. on part of such bidder for suitable action thereon by them. The Institute also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the consultant.

Further, if the performance of work/services is delayed beyond the time schedule due to reasons attributed to the Architect and if the same has not been otherwise extended by ICAI, the Architect shall be levied a penalty as under.

- a) ½ percent of total value of contract Fees, for each day of delay in case of goods/ services expected to be delivered within 7 days.
- b) 1 percent of total value of contract Fees, for each day of delay in case of goods/ services expected to be delivered beyond 7 days, but up to 14 days.
- c) 2 percent of total value of contract Fees, for each day of delay in case of goods/ services expected to be delivered beyond 14 days.

The Institute, without prejudice to its rights remedies pursuant to this agreement, reserves its right to forfeit the Retention Money towards the penalty for delay in completion of the work.

#### **28. ICAI'S RIGHT TO ACCEPT OR REJECT ANY BID:**

ICAI reserves the right to accept or reject any or all Bids in whole or in part, with or without notice or reasons. ICAI shall bear no liability whatsoever consequent upon such decisions. Conditional bids shall be rejected summarily.

ICAI shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non acceptance of their bids.

#### **29. AWARDING OF WORK:**

The work shall be awarded to the Architect based on Technical, Design & Financial competitive bidding.

#### **30. NUISANCE:**

The Bidder/ Tenderer will not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the ICAI, tenants or occupiers of other properties near the site and to the public generally. The Bidder/ Tenderer shall be completely responsible to ensure the safety and convenience of all concerned and at his own cost.

#### **31. NO PARTNERSHIP:**

None of the terms and conditions of this Tender shall be interpreted or construed to

create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Tender.

### **32. SUB – LETTING OF ASSIGNMENTS:**

The Bidder/ Tenderer shall not assign or sub-let the work to any other person/entity in whole or in part, to perform its obligation under the Contract, without the ICAI's prior written consent. However, permission from the Institute for the sub-letting/ assigning of the work by the successful bidder to any third party shall not absolve the successful bidder from its responsibilities, liabilities, duties etc. under the Agreement arising out of this Tender/ RFP.

### **33. INTELLECTUAL PROPERTY RIGHT:**

The Intellectual Property Right including Copyright of all drawings and designs prepared by the Architect for the project will rest with the ICAI.

### **34. INDEMNITY:**

The Bidder/ Tenderer shall, at all times, indemnify the ICAI and shall keep it indemnified against all actions, suits and proceedings and any costs, charges, expenses, loss or damages incurred, caused to/ sustained by ICAI by reason of any default or breach or lapse or negligence or non-observance of any rules, regulations, laws, bye-laws etc. or non-performance or any non-payment by / on behalf of the Bidder/Tenderer.

### **35. ARBITRATION:**

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions mentioned in this document or any agreement arising thereunder, or any order placed, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at **New Delhi**, and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons, therefore.

### **36. JURISDICTION:**

Subject to the arbitration clause contained herein above, any dispute between the parties arising out/or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at **New Delhi** only.

### **37. STATUTORY COMPLIANCE:**

The Bidder/Tenderer shall be responsible for complying with all the applicable laws/bye laws/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it for performance of the Contract. The

Bidder/Tenderer shall also obtain all necessary permissions/ certificates/ NOCs and approvals for execution of the work on behalf of ICAI from the local authorities/ statutory bodies or from the Government bodies.

### **38. THIRD PARTIES:**

The terms and conditions of this Tender shall be interpreted or construed to be intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Tender shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Tender.

### **39. FORCE MAJEURE:**

Notwithstanding anything contained in this Tender Document/ ensuing Agreement, the Bidder/Tenderer shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failures to perform its obligations is the result of an event of *Force Majeure*. For purposes of this clause "*Force Majeure*" means an event beyond the control of the parties and not involving the fault or negligence of the parties and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

*Force Majeure inter-alia* shall not be included.

1. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees.
2. Any event which a diligent Party could reasonably have been expected to both.
  - Take into account at the time of the conclusion of this Agreement, and
  - Avoid or overcome in the carrying out of its obligations hereunder.
3. *Force Majeure* shall not include insufficiency of funds or failure to make any payment required hereunder.
4. The decision of the ICAI, regarding *Force Majeure* shall be final and binding on the Architect. If a *Force Majeure* situation arises the Architect shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Architect shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *Force Majeure* event. In case a *Force Majeure* conditions exists for a period more than 30 days, ICAI may terminate the Contract.

### **40. SEVERABILITY:**

If any provision of this Tender Document or ensuing Agreement is found not to be tenable in law, the same shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Tender Document/ ensuing Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Tender/ ensuing Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Tender/ ensuing Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

### **41. WAIVER:**

Any term or condition of this tender/ ensuing agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. The waiver by either Party of performance of any term or condition or breach of any provision on one occasion shall not be taken or held to be a waiver thereof on any subsequent occasion or as nullifying the effectiveness of such provision. However, any delay or failure on the part of ICAI in exercising its rights under the ensuing Agreement shall not be considered as a waiver of such right, remedy or provision available under the same.

#### **42. TRANSITION PLAN:**

In the event of failure of the Firm/Architect to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the ICAI at its sole discretion may make alternate arrangement for getting the Services contracted with another Firm/Architect. In such case, the ICAI shall give prior notice to the existing Architects.

The existing Architect shall continue to provide services as per the terms of Contract until a New Firm/Architect completely takes over the work. During the transition phase, the existing Firm/Architect shall render all reasonable assistance to the new Firm/Architect within such period prescribed by the ICAI, for ensuing smooth switch over and continuity of Professional Services.

#### **43. NON- DISCLOSURE:**

The Architect/ Firm shall not disclose directly or indirectly any information, materials and of the ICAI's Infrastructure/ system/equipment's, building plan, design, etc. which may come to the possession or knowledge of the Architect during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The Architect/ Firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Architect/ Firm shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of ICAI. The Architect/ Firm shall indemnify ICAI for any loss suffered by ICAI as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Architect and ICAI shall be entitled to claim damages and pursue legal remedies. The Architect/Firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Architect's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement for whatever reason.

#### **44. FALL BACK:**

In case of breach of terms of the Agreement committed by the successful bidder, the ICAI may terminate the contract by giving 30 days' notice and may *inter alia* further award contract to any other Architect at the risk and cost of the defaulting Architect. In such case, any higher price to be paid by ICAI to the newly appointed Architect shall be recoverable from the defaulting Architect from any amount due or payable to him including from the Retention money.

#### 48. SELECTION PROCESS

Stage	Title	Maximum Marks	Remarks / Steps involved															
I	Minimum Eligibility Criteria Check and Technical Evaluation of Bids (Stage-1)	100	<ul style="list-style-type: none"> <li>All the Bids received would be checked to verify that the Applicant meets the minimum Eligibility Criteria as per Section – II of the Tender Document.</li> <li>The Bids of Applicants which meets the Minimum Eligibility Criteria will be evaluated as per Evaluation Criteria as per Section – V of Tender Document.</li> <li>To Qualify in this Stage and become Eligible for Stage – II of Selection Process, the Applicant must secure at least 50 marks (in aggregate) out of 100.</li> <li>Marks Secured in Stage – I shall be termed as Technical Score (Ts).</li> </ul>															
II	Design Competition (Stage-2)	100	<ul style="list-style-type: none"> <li>The Applicant who have qualified in Stage –I would be informed to present their Designs before ICAI Panel.</li> <li>The Date, Time &amp; Venue of presenting Designs for proposed Building would be communicated to the Applicant.</li> <li>ICAI Panel would award Marks to the Applicant based upon their presented Design for proposed Building on following parameters:</li> </ul> <table border="1" data-bbox="699 1182 1385 2033"> <thead> <tr> <th>S. No</th> <th>Description</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>General design concept for the proposed work covering Architectural features, 3D view, indicating finishing, Other amenities, etc.,</td> <td>25</td> </tr> <tr> <td>2</td> <td>Effective space utilization (layout plan) &amp; economical Design along with estimated cost /per sqm cost of the proposed scheme.</td> <td>25</td> </tr> <tr> <td>3</td> <td>Incorporation of Ethos of organisation in the design of the proposed scheme</td> <td>10</td> </tr> <tr> <td>4</td> <td>Incorporation of Energy Saving and sustainability considerations in planning and design considering the use of</td> <td>10</td> </tr> </tbody> </table>	S. No	Description	Maximum Marks	1	General design concept for the proposed work covering Architectural features, 3D view, indicating finishing, Other amenities, etc.,	25	2	Effective space utilization (layout plan) & economical Design along with estimated cost /per sqm cost of the proposed scheme.	25	3	Incorporation of Ethos of organisation in the design of the proposed scheme	10	4	Incorporation of Energy Saving and sustainability considerations in planning and design considering the use of	10
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4	Incorporation of Energy Saving and sustainability considerations in planning and design considering the use of	10																

				eco-friendly materials, locally available materials for the proposed scheme	
			5	Design Innovation, State of the Art technology, Architectural features used in the proposed scheme for Multipurpose Hall, Class Rooms ITTLabs etc.	10
			6	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members.	20
				<b>Total</b>	<b>100</b>
			<ul style="list-style-type: none"> <li>The Marks secured by the Applicant in Design Stage shall be termed as Design Score (Ds).</li> </ul>		
III	Financial Bid Score (Stage-3)	100	<ul style="list-style-type: none"> <li>The Financial Bids of Applicant who have appeared in the Stage – II (Design Competition) only would be opened.</li> <li>100 Marks would be awarded to the Applicant with Lowest Offer.</li> <li>Marks would be awarded based on reverse Pro-Rata (from L1 to H) out of 100.</li> <li>Marks secured by the Applicant in Financial Bid will be termed as Financial Score (Fs).</li> </ul>		

49. Marks awarded to the Applicant would be weighted as under:

<b>Stage</b>	<b>Weightage</b>
Stage I :	Technical Score (Ts) 30%
Stage II:	Design Score (Ds) 40%
Stage III:	Financial Score (Fs) 30%

50. The Design Basis shall be as under:

Particular	Remarks												
Area of Plot	Two plots of 900 sq. mtr. Each (Total 1800 sq. mtr)												
Building													
Location of plot	Plot No. 357 & 358, Sector-03A, IE. Karnal												
Type of Building Proposed	Institutional Purpose												
Building Requirement  - Seating plans should be design in such a way to accommodate maximum	<table border="1"> <thead> <tr> <th>S. No</th> <th>Particulars</th> <th>Unit (Sq.ft.)</th> </tr> </thead> <tbody> <tr> <td><b>A</b></td> <td><b><i>Inside Building</i></b></td> <td></td> </tr> <tr> <td>1</td> <td>Branch Office</td> <td>300</td> </tr> <tr> <td>2</td> <td>Chairman's cabin</td> <td>110</td> </tr> </tbody> </table>	S. No	Particulars	Unit (Sq.ft.)	<b>A</b>	<b><i>Inside Building</i></b>		1	Branch Office	300	2	Chairman's cabin	110
	S. No	Particulars	Unit (Sq.ft.)										
	<b>A</b>	<b><i>Inside Building</i></b>											
	1	Branch Office	300										
	2	Chairman's cabin	110										

<b>people enough and space).</b>	<b>with light</b>	3	Admin Office	130
		4	Committee Room/ Teleconference/Video Conferencing facility	150
		5	Multipurpose hall	800
		6	Class room/ Coaching Room	650
		7	Rooms for Orientation Course/ GMCS I/ GMCS II/ Elocution/debate	450
		8	Faculty Room	100
		9	Library	150
		10	Students Reading Room	365
		11	IT Lab	400
		12	Member's Lounge	150
		13	Waiting Room/Reception	200
		14	Cafeteria	200
		15	Common Storage	100
		16	Toilet facilities (male, female & differently abled)	100
		17	Drinking water Facility	30
		18	Lift Installation	100
		19	<b><i>Total space (1 to 18)</i></b>	<b>4485</b>
		20	Add: Carpet to Built up (1:1.30) @30%	1345.5
		21	<b><i>Total space required (A) (19 + 20)</i></b>	<b>5830.5</b>
		<b>B</b>	<b><i>Basement and outside Building</i></b>	
		22	Security Guard Room	40
		23	Caretaker	80

	24	DG Set Earmarked Space (Open Compound)/ Electric/EPBX Room/ Battery Room	50
	25	<b>Total Space Required (B) (22 + 23 + 24)</b>	<b>170</b>
	26	<b>Total Space Required (A+B) (21) + (25)</b>	<b>6000.5</b>
	27	<b>Total Permissible Construction area (Indicative area) as per Infra Policy</b>	<b>6000</b>
	28	<b>Parking Area @ 25% of the Indicative area of Building construction i.e. (27)</b>	<b>1500</b>
	29	<b>Total Permissible Construction area With permissible Parking @ 25% (27) + (28)</b>	<b>7500</b>
External Development	As per local permissible norms		

51. The Applicant getting Highest marks as per above weightage in each stage will be got selected for appointment.
52. The Applicant shall visit the site as and when required to inspect and render necessary advice for the on-going works.
53. Selection of ARCHITECT for the project will be based on the evaluation criteria fixed by the ICAI.
54. The fee shall be firm and fixed during the period of the contract and no escalation or increase in fees of whatsoever degree or nature shall be allowed.
55. The ICAI reserves the right to accept any or reject all the applications without assigning any reasons whatsoever.
56. Pre-bid meeting will be held at 11:00 A.M on 04<sup>th</sup> June, 2024 at 'ICAI Bhawan S.C.O. 24 & 25, First Floor, Sector-14 Karnal.
57. For any queries, the applicants may contact CA Abhishek Gupta (Chairman), Karnal Branch of NIRC of ICAI at Mobile: 99913-33381 or e-mail: ca.abhigupta26@gmail.com



## SECTION - II

### ELIGIBILITY CRITERIA

Bids are invited in the prescribed proforma from the firms of Architects/practising Architects who fulfils the following eligibility criteria:

1. The Bidders should be Registered Members of Council of Architecture, New Delhi, India.
2. The Bidder should have completed planning and designing of New Projects comprising of multi-storied Colleges/ Schools/ Educational Institutes /Institutional/Office Buildings preferably for Government/ Semi-Government/ Government of India Undertaking/Multinational companies, during last 5 years till the date of hosting of Tender. Completed works shall include providing comprehensive Architectural services for multi-storied Colleges/ schools/ Institutional/Office Building comprising planning, designing, submission of plans, obtaining necessary approvals from all the concerned Statutory Authorities including engaging the services of consultants for other connected trades.
3. The bidder should have experience in preparation of BOQ for the purpose of Tendering.
4. The Bidder should have proper and qualified supporting staff and Infrastructural facilities and experience in the field for not less than 5 years.
5. Architects/Architectural firms should have its registered office at **Delhi, Chandigarh, and Haryana (Restricted upto 150 Km from site)** for which tender has been floated for pursuing the matter related to the project for obtaining necessary approvals/NOCs/Certificates from local, Statutory Authorities or Govt. Offices.
6. Bidder should also submit the GST or IT returns from **Assessment Year 2021-2022 to Assessment year 2023-2024** for last three years or any other valid proof which confirms the address of its Office.
7. The Bidder should have minimum experience of execution and completion of 1 (One) Educational or Institutional project of the value more than Rs. 3 crores or 2 (Two) Educational or Institutional Projects of value more than Rs. 2 crores each or 3 (Three) Educational/Institutional Projects of value more than Rs.1 crores each during last 5 (Five Years).
8. The Bidder should have minimum average annual turnover of **Rs.30,00,000/-** Thirty Lakhs in the last 3 (Three) financial years ending 31.03.2023. The bidder should not have incurred losses more than one year during the last 3 (Three) financial years.  
[For the purposes of turnover only the 'fee' received on account of Architectural & Project Management Consultancy services shall be taken into account.]
9. In addition to the above, the following information/documents should also be submitted along with the bid by the Tenderers:
  - (i) Income Tax Returns for the previous Five Financial years starting from FY 2018-19 in original or certified true copies.
  - (ii) Copy of Permanent Account Number (PAN) for income tax purpose.
  - (iii) Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed.
  - (iv) Registration certificate with the Council of Architecture.
  - (v) GST certificate and copies of latest past five GST returns.
  - (vi) Certificate of Incorporation of the firm.

- (vii) Power of attorney in favour of Partner submitting the tender, in case of Partnership firm
- (viii) Audited balance Sheets for the last 5 financial years starting from FY 2018-2019. Provisional financial statements for FY 2022-23.
- (ix) Declaration I, II, III in the given format.

**10.** The Tenderer may be disqualified if he has:

- (i) Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification.
- (ii) Record of poor performance such as abandoning the works, not properly completing the project, inordinate delays, poor workmanship or financial failure, etc.
- (iii) If the Tenderer is overbooked beyond his capacity to execute the work as per required schedules.
- (iv) Been convicted for any offence by a competent court in/outside India.

## SECTION - III

### SCHEDULE OF SCOPE OF WORK/SERVICES

#### 1. Scope of services: -

The scope of services includes comprehensive Architectural and engineering design services including but not limited to preparing all drawings, design basis reports, details, estimates, specifications, bill of quantities, working drawings, as required for execution of the project and to the complete satisfaction of the Institute (following the local authority Guidelines) for each of the following components:

- Architectural Designs and site development
  - Civil and Structural Design
  - Heating, Ventilation and Air Conditioning (HVAC)
  - Electrical, Plumbing and Sanitary and Sewerage, Water Supply, Fire Fighting, Acoustics, Illumination and all other Mechanical and Electrical, electronic and communication systems.
  - Landscape Designs
  - Interior Designs
  - Graphic Designs and Signage
  - Rainwater Harvesting Scheme
  - Applying and obtaining with various submittals to Statutory/Municipal Authorities at different stages of the project.
  - Project Management Consultancy
- i. Prepare sketch designs to the satisfaction and final approval of ICAI and submit preliminary estimates of cost.
  - ii. To prepare Tender Documents for Appointment of Contractor.
  - iii. To prepare detailed specifications, estimates, drawings, BOQ, Draft tender etc. for various trades.
  - iv. To submit Assessment Reports on tenders/Bids received for various trades along with comparative statements and recommendations for award of work.
  - v. To ensure & comment Qualitative aspects of the works i.e. supervise the Quality of Work and ensure that it is done as per approved specifications and drawings. Report any exceptions and problems, in a timely manner, to ICAI.
  - vi. To deployed one engineer at site during works execution and make periodical visits to the project site as per requirements/as decided by ICAI to keep overall check on quality and conformity with drawings and to resolve site problems.
  - vii. To Verify & Certify the Running Bills and Final Bills received from the contractor(s).
  - viii. To prepare drawings/sketches required for works including submission of completion / As-built drawings, wherever required by ICAI.
  - ix. Review all Drawings, Details and Documents received from contractors and approve them for execution.
  - x. Attend to site related problems and offer solutions in co-ordination with ICAI and Contractors.
  - xi. Review and approve any New Items/Extra Items or Change in Specifications in conjunction with ICAI & Architects.
  - xii. Prepare & provide detailed Rate Analysis as & when required by ICAI.
  - xiii. Issue virtual work completion certificate and verify Final Bill(s) in co-ordination with ICAI and Architect s.
  - xiv. Any other consequential, incidental or supplementary work not specifically mentioned but may be required for completing the project & making it habitable.
  - xv. In the event of any conflict or inconsistency between the sections as mentioned above, the Institute's decision shall prevail.
  - xvi. To engage and instruct Professionals engaged to render their services for the Project, if

any.

- xvii. To scrutinize applications for empanelment of contractors.
- xviii. To draw detailed drawings, specifications, estimates, Draft Tender for various trades.
- xix. To submit Assessment Reports on tenders received for various trades along with comparative statements and recommendations for award of work.
- xx. To prepare and supply 6 sets of all drawings for execution.
- xxi. To visit site on regular interval of time and when required by the ICAI.
- xxii. To submit in detail, quantities of steel, iron, and cement or any other materials.
- xxiii. To obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority, if applicable.
- xxiv. To submit Completion Drawings, if applicable.
- xxv. To render assistance to the ICAI for settlement of initial relatable value.
- xxvi. Any other services connected with the said works usually and normally rendered by the Architect and not referred to in above including complete supervision, administration of contract and certification of payments.
- xxvii. Project Management and Supervision of the Works on the Site/Project.
- xxviii. Co-ordinate for applying and obtaining various certificates/documents from Statutory/Municipal Authorities at different stages of the project.

## **2 Preliminary Services:**

- 2.1 The Architect shall take the Institute/Project Authority's instructions as to the Institute's requirements and brief, assessing them, giving advice and rendering desired services for the successful completion of the Project.
- 2.2 The Architect shall examine the Site and its surroundings including the constraints thereof and advise the Institute and/or the Project Authority on the possible solutions thereto.
- 2.3 The Architect shall advise on the need for any special surveys, investigations, model tests or feasibility studies and propose the appropriate action.
- 2.4 The Architect shall carry out such studies as may be necessary pursuant to the Institute's requirements, reviewing the Institute's requirements and submitting applications and obtaining planning permissions and building approvals from the relevant authorities and to comply with other requirements.

## **3 Preliminary Design Phase:**

- 3.1 The Architect shall consult with the Institute and/or the Project Authority to :-
  - (i) Establish the design criteria, parameters and basic considerations with respect to the general image, elegant look and character desirable for the Project and
  - (ii) Ascertain accurately the requirements of the Project, including timescale and any financial limits, submittal dates and project phasing or schedule in relation to the Project.
- 3.2 The Architect shall in consultation with the other professional architects and/or sub-architects, prepare design studies on the Project and submit a preliminary designs consisting of scaled drawings and design basis reports for all components of the project for approval by the Institute and/or the Project Authority.
- 3.3 The preliminary design shall include:

- 3.3.1 The Architectural and interior design concept, furniture layout, selection of loose furniture, finishes, colour scheme, light fixtures, electric and other points of office use reflected ceiling plan design intent and perspective sketches.
- 3.3.2 Proposed concepts for indoor and outdoor landscaping, street furnishing, signage etc.
- 3.3.3 Proposed structural systems including construction systems and methods.
- 3.3.4 Schematic layouts of all services and utilities including but not limited to Mechanical, Electrical (both high and low voltage), and Plumbing (MEP), Networking, Firefighting, security and alarm systems, building management services, etc.
- 3.3.5 The design shall include provisions with respect to special facilities for the differentially abled people such as lifts, washroom, ramp on the ground floor at the entry etc.
- 3.4 The Architect shall prepare the preliminary sketch designs to interpret the design brief and shall prepare preliminary estimates of the probable construction costs based on current area, volume or other unit costs.
- 3.5 The Architect shall prepare all necessary drawings and finishes schedules and other details as required for preparation of preliminary estimates and in consultation with the quantity surveyor prepare and submit to the Institute and/or the Project Authority for approval of preliminary cost estimate of the Project.
- 3.6 Upon obtaining the approval of the Institute and/or the Project Authority for the said preliminary design and the said preliminary cost estimate, the Architect shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed with the Works.

#### **4 Statutory Approvals and GRIHA certifications:**

- 4.1 In case any statutory approvals are required for development of buildings, the Architect will prepare specific drawings and documents and other application materials and submit the same to the relevant authorities for the purpose of securing the outline planning approval and planning guidelines for the Project. The Architect shall ensure that all designs and drawings comply with the statutory provisions. The Architect shall coordinate and provide in soft copy editable format like .dwg, .docx, .xls or any other format as required of all the basic drawings, calculations other documents sufficient enough to obtain the requisite sanctions. The Architect if so required shall also attend meetings with the relevant authorities.
- 4.2 The Architect shall prepare and submit all drawings and documents as may be required to register the project for certification under GRIHA and undertake all associated liaison with the certification authorities. The onus of obtaining the final certification shall lie with the Architect and as such the Architect shall be duty bound to ensure proper and complete documentation as required to be done during the construction by the project management agencies.

#### **5 Design Development Phase:**

- 5.1 The Architect shall, on the basis of the preliminary design as approved by the Institute (and/or the Project Authority) and the relevant authorities, prepare for the approval of the Institute and/or the Project Authority, the programme of services and the design development documents of all components of the project which shall consist of drawings showing plans, elevations and cross-sections and all other drawings necessary for the implementation of the Project and which serve to illustrate the size and character of the entire Project in sufficient details.

- 5.2 The Architect shall also submit detailed design basis reports of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Architect is also expected to provide 3D visualisation of the proposed building, each floor / room and each area proposed to be utilised as per the proposed plans. The Architect shall coordinate with such professionals, attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the design proposals.
- 5.3 The Architect shall prepare construction costs estimates at each stage of the design development process. The Architect shall ensure that all the architects and sub-architects appointed for the purpose by the Architect shall provide similar drawings, information and details in respect of design and other specialist work undertaken by them along with the cost estimates. The Architect shall also ensure that all the said drawings comply with the requirements of the relevant statutory authorities and are in accordance with the cost estimates approved / budgeted by the Institute.
- 5.4 The design development phase may consist of numerous iterations and consultative meetings with the Institute's various Committees. The Architect upon receiving comments / feedback from the Institute and/or the Project Authority on the said design development documents and cost estimates, shall make changes amendments and again submit the same till the designs and details are approved by the Institute for the purposes of preparing the drawings and documents in sufficient detail for preparation of the bill of quantities and tender documents.

## **6 Documentation and Tender Phase:**

- 6.1 Upon receiving the approval of the Institute for the design development documents, the updated costs estimates and the programme of services, the Architect shall co-ordinate the work of all the other architects / sub-architects appointed by him and/or by the Institute to provide various services under this arrangement and prepare and submit the following:
- 6.1.1 Review the design and drawings to ensure compliance with the applicable laws and with the requirements of the statutory authorities.
- 6.1.2 Prepare a detailed bill of quantities based on the approved design.
- 6.1.3 Prepare the technical specifications and drawings.
- 6.1.4 Attend meetings and provide information to the Institute/the Project Authority to prepare, float and process various tender documents for all components of the project.
- 6.1.5 Co-ordinate the detailed design with the other professional architects if any appointed by the Institute to achieve a fully integrated and coordinated design for the Project.
- 6.1.6 Develop floor-by-floor and room-by-room data sheets and review with the Institute's requirements.
- 6.1.7 Ensure that all documentation produced is clear, precise and unambiguous and is in a simplified format easily comprehensible by the Institute, the other professional architects, advisors, contractors and suppliers.
- 6.1.8 Amend the design development documents as and when directed by the Institute and as necessitated by any functional or financial requirements.
- 6.1.9 Produce a time schedule using professional project management software for execution of various components of the project from start to commissioning.
- 6.1.10 Produce, when required by the Institute, addenda relevant to the specific trade packages or tender documents.
- 6.1.11 Collate all schedules, information, technical data, etc. on finishes, equipment, fittings, products, colours and specification as required to enable the interpretation of the services documentation and requirements to be integrated in the design.

- 6.1.12 Ensure that the products and materials specified are readily available and obtainable to achieve the requirements of the overall program.
- 6.2 The Architect shall further ensure that all the tender documents set forth, describe and prescribe in detail the works to be performed so as to enable competitive quotations or tenders to be called. The Architect shall furnish to the Institute / the Project Authority, such plans, details, specifications, special conditions of contract and any other documents to enable the Institute / the Project Authority to prepare all tender and contract documents. The Architect shall provide overall supervision to ensure that all the said drawings, specifications, plans, details, specifications conditions of contract and documents comply with the requirements of the relevant authorities and are in accordance with the approved cost estimates.
- 6.3 The Architect shall (i) reply, in the form of written instructions any queries raised during the tender period in relation to the trade packages and/or the tender documents and (ii) attend all meetings convened by the Project Authority in relation to the opening and/or assessment of tenders received.
- 6.4 The Architect shall attend all project planning meetings to brief the contractors, sub-contractors and suppliers and shall set forth the procedures for the administration of the Project. The Architect shall provide all assistance as may be required by the Institute / the Project Authority for the commencement and expeditious execution of the Works.

## **7 Construction Phase:**

- 7.1 The Architect shall provide all necessary information to the Institute / the Project Authority so as to enable the main contractor, other contractors and suppliers to proceed with the Works. The Architect shall be available as and when required by the Institute for co-ordination of the works of the other professional architects, contractors and suppliers throughout the construction period.
- 7.2 The Architect shall review and advise on the construction programme prepared by the main contractor, and such other aspects of the construction program as may be requested by the Institute / the Project Authority and shall clarify any ambiguities in the trade contract documents, specifications and drawings.
- 7.3 The Architect shall, advise the Institute on all matters and claims raised or made by contractors and suppliers in relation to any contract for works or supply of goods connected with the Project, including the interpretation of the contract documents relating to the same.
- 7.4 The Architect shall when required assist the Institute / the Project Authority to check and approve all samples, schedules, drawings and other submissions by the contractors, sub-contractors or suppliers to ensure that the same are suitable for the purpose of the Project and that these comply with the drawings, specifications and conditions stipulated in the contract documents.
- 7.5 The Architect shall visit the Site regularly at such frequency as may be necessary to determine whether the Works are proceeding in accordance with the drawings, specifications and conditions stipulated in the contract documents and with statutory and other requirements and shall provide technical supervision and issue all necessary and appropriate instructions and directions to be conveyed by the Institute / the Project Authority to the contractors and suppliers promptly so as to enable the

expeditious and proper execution of the Works under the Project within the stipulated time.

- 7.6 The Architect shall provide the Project Authority with such additional sketches or drawings as are required in relation to any variations or site instructions.
- 7.7 The Architect shall review all shop drawings, product data, samples, prototypes and mock-ups and approve these in a timely fashion to ensure minimal disruption to the progress of the Works on the Site.
- 7.8 The Architect shall provide advice on any alternatives and/or substitutions to the specifications whenever required.
- 7.9 The Architect shall ensure that all construction solutions are cost effective and practical to achieve and shall provide advice of a technical nature on any variations and site instructions.
- 7.10 The Architect shall provide all Architectural, engineering, landscape, services and all other drawings showing the building and other development 'as built' and all services and equipment 'as installed' including detailed written narrative in the form of reports. Six sets of hard copies of drawings as per the scales specified by the Institute / the Project Authority and two sets of soft copies in editable format like .dwg, .docx, .xls etc or as may be directed by the Institute / the Project Authority shall be provided.
- 7.11 The Architect shall perform all functions and duties required to be performed by him in accordance with the contracts for the execution of the Works and which are required or reasonably expected of the Architect whether the said functions and duties have been expressly listed in this Arrangement or otherwise.
- 7.12 The Architect shall set up a site office for handling the project on a daily basis (Space and facilities to be provided by the contractor).
- 7.13 The Architect shall arrange to depute a Project-in-Charge and appropriate support staff at site.
- 7.14 The Architect shall obtain, and after approval, maintain a sample board of all critical components for ongoing inspection.
- 7.15 The Architect shall plan daily activities of all works and services. Sequence operations so as to ensure that work fronts are available for all contractors.
- 7.16 The Architect shall discuss Time/Cost Over-runs and report the same to ICAI/Project Authority through a system of appropriate Tables/Charts. Monitor management of manpower, material and financial resources with the assistance of ICAI's authorized official of Works and sound precautionary warning signals to ICAI/Contractors.
- 7.17 The Architect shall supervise the Quality of Work and ensure that it is done as per approved specifications and drawings. Report any exceptions and problems, in a timely manner, to ICAI/Project Authority.
- 7.18 The Architect shall identify, witness and approve the various Tests as would be stipulated in the Tender documents either at vendor's factory or at site.



- 7.19 The Architect shall review and approve any New Items/ Extra Items or Change in Specifications in conjunction with ICAI/Project Authority & Consultants. He shall also prepare detailed Rate Analysis for this purpose.
- 7.20 The Architect shall certify Contractors' Running Bills and Final Bills with the assistance of ICAI's authorized official of Works in Quantity Measurements and Log data.
- 7.21 The Architect shall issue virtual work completion certificate and Final Bill in co-ordination with ICAI/Project Authority and Consultants.
- 7.22 The Architect shall co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project.

Any other work including preparing brochures or models for various presentations (other than required for approvals from Competent/Statutory Authorities), any other drawing required (other than needed for approvals or completion of the project) etc. not specially mentioned but which may be required for completing the building/project & making it habitable.

## **8 Post-Construction and Statutory compliance:**

- 8.1 The Architect shall attend all necessary interim and final inspections of the Projects at various stages or any part thereof by representatives of all relevant authorities and/or the Institute.
- 8.2 The Architect shall provide all drawings / documents and details sufficient to apply and obtain for fire safety permissions and all statutory certificates as required for completion relating to the Project and occupation and use of the building.

## **9 Specific Services:**

The following shall form the Services and to be read in conjunction with the above-mentioned activities and to be mutually explanatory of one another: -

- 9.1 To prepare base drawings for all statutory approvals, permissions with Government departments / agencies / boards/ undertakings/ local authority and assist the Institute in getting the necessary approvals.
- 9.2 To prepare necessary drawings for NOC's.
- 9.3 To prepare all drawings, specifications, bill of quantities, contract conditions and all other documents for tender purposes for all components of the Project.
- 9.4 To prepare preliminary and detailed estimates at various stages of work for each of the component and undertake value engineering to optimize the costs and minimize variation in costs. keep the costs initial Bill of Quantities with tentative costing and submit the same to the Project Management Team .
- 9.5 To prepare and submit scaled working drawings on suitable scale as specified by the Project Authority for all interior, Architectural, landscape, civil, structural, mechanical electrical, engineering services and all services and utilities and issue them for construction at least one month before the requirement of such drawings and details for construction at site.

- 9.6 To prepare revised drawings after making corrections, modifications, amendments and changes as directed by the Project Authority at all stages including after issue of the working drawings and good for construction drawings and issue the same for construction / Institute's record.
- 9.7 To prepare the coordinated drawings between Architectural, interiors, structural and all other mechanical, electrical, plumbing and all other services' drawings and issue them for execution of the works.
- 9.8 To coordinate at site and to attend scheduled meetings at site other places during design development, construction and post construction stage.
- 9.9 On completion of structure, to prepare as-built Architectural, structural and mechanical, electrical and all other services' drawings for submission to Institute.
- 9.10 On completion of the building, to prepare necessary drawings for obtaining completion certificates as required for commissioning the building as per CPWD norms and also permissions if any from relevant statutory authorities.
- 9.11 On completion of Building, to obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority.
- 10 In the event of any conflict or inconsistency between the sections as mentioned above, the Institute's decision shall prevail.

## SECTION - IV

### SCHEDULE OF PAYMENTS

#### A. Architectural Services:

S. No.	Stage of Payment		(%) of Total Fees Payable
1	Stage 1	Advance	5 % of the Total Fee
2	Stage 2	On approval of Preliminary Designs	15 % of fee estimate less payment made in stage 1 (payable in two sub-stages as per progress of work)
3	Stage 3	On approval of Final design after the design development phase and receipt of statutory approvals from government bodies as applicable	30% of fee estimate less payment made in stage 1 and 2 (payable in two sub-stages as per progress of work)
4	Stage 4	After approval of all Detail Drawings and documents and completion of documentation and tender phase	40% of fee estimate less payment made in stages 1 to 3 (payable in two sub- stages as per progress of work)
5	Stage 5	On approval by the Institute all the working drawings and details and release of all drawings good for construction during the Construction Phase.	50% of fee estimate less payment made in stages 1 to 4 (payable in two sub- stages as per progress of work)
6	Stage 6	On execution of work worth 20% of its estimated cost	60% of fee estimate less payment made in stages 1 to 5
7	Stage 7	On execution of work worth 40% of its estimated cost	65% of fee estimate less payment made in stages 1 to 6
8	Stage 8	On execution of work worth 60% of its estimated cost	70% of fee estimate less payment made in stages 1 to 7
9	Stage 9	On execution of work worth 80% of its estimated cost	80% of fee estimate less payment made in stages 1 to 8
10	Stage 10	On completion of Post-construction and Statutory Completion phase	90% of fee estimate less payment made in stages 1 to 9
11	Stage 11	On getting Completion Certificate from Local Authority regarding completion of the project	95% of fee estimate less payment made in stages 1 to 10
12	Stage 12	On completion of Defect Liability period	100% of total fees less payment made for Stages 1 to 11

- i. Payment to the Architect would be made on stage-to-stage basis as hereinabove mentioned. The percentage of the total fee as given there would be calculated on the cost as per the estimates prepared by the Architect and Project Management Consultants and approved by the ICAI, till the tendered cost is known. As and when the tender cost is known, the payments made to the

Architect and Project management Consultants based on estimates as aforesaid would be appropriately adjusted.

- ii. Progressive bills not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed.
  - iii. The ICAI will settle Architectural Services bills within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final. The final payment will be made within 60 days after completion of Defects Liability Period of 12 months.
  - iv. For the purpose of evaluating Architectural Services, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Architect has rendered services including soil investigation and site survey but shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.
  - v. Obtaining statutory approvals is included in the fees quoted by bidder i.e. no separate Fees/Amount will be paid on this account. However, actual statutory fee will be paid by ICAI.
- GST will be paid extra as applicable. However, any payment is subject to TDS.

#### **B. Project Management Consultancy Services:**

- i) Advance Payment: 5% of total fees payable based on preliminary cost estimate.
- ii) Equal monthly installment: 60% of total fees payable on commencement of (Assuming 18 months') work based on preliminary cost estimate. In case of Construction period extension of work beyond scheduled completion period, the Architect shall be paid amount equated monthly installment till completion installment.
- iii) During Contract Management: 20% of total fees & Construction Supervision Payable based on Pro-rata on progressive bills preliminary cost (subject to one bill per month) estimate for PMC work.
- iv) After completion of post: 5% of total fees payable based on actual cost contract period & services of the project (viz. Certification of final bills of contractors, ensuing preparation of as Built drawings of all major services and building work & getting them countersign by Architect.)
- v) Completion Certificate: 5% of total fees payable based on actual cost of the project
- vi) Defects Liability period: 5% of total fees payable based on actual cost of (After issue of virtual project Completion certificate to all contractors)

**'Project Cost'** shall mean the cost of construction of buildings without GST and all related works/ infrastructure for which design services have been rendered by the Architect taken as least of the following three;

- (i) Detailed estimates of the works designed by the Architect and approved/sanctioned by the Institute
- (ii) Tendered costs of the works designed by the architect.
- (iii) The actual costs of the works executed on the site and designed by the Architect

The following shall not be included in calculating the above cost:

1. The cost of land.
2. Statutory payments such as fees, development charges, service connection deposits / charges, premiums etc. with any local authority / statutory body / Government.
3. Cost of brought out items i.e., Kitchen equipment, Laboratory equipment etc., for which only layouts, schematics, capacities, connectivity and basic specifications shall be provided by the Architect.
4. Payment on account of arbitration award, if any, Institute's administrative expenses.
5. Fees paid/payable by the Institute in terms of this Contract.

**SECTION - V**

**EVALUATION CRITERIA  
(After qualifying as per given eligibility criteria)**

<b>S. No.</b>	<b>Criterion</b>	<b>Maximum Marks</b>
<b>A</b>	<b>Organizational and Professional Strength</b>	<b>35</b>
(i)	<p><b>Period of Architectural Practice*</b> up to the date of issue of EOI. Upto 5 years – Marks 0.5 More than 5 years – Add 0.25 Marks (in the above scored marks) for each year completed above 5 years subject to maximum 5 marks total.</p> <p><i>* In case of change of name or ownership of applicant's firm please provide authentic legal proof to establish the original date of commencement of professional practice as Architect.</i></p>	5
(ii)	<p><b>Professional Strength of the Architect who are Principal Owner/Partner of the Applicant firm.</b></p> <p>Marks to be awarded based on the personal CV demonstrating design innovation, achievements in terms of quality of design works, landmark buildings, publications, honours and awards received from national and international professional bodies, representation on international and national professional forums etc.</p>	5
(iii)	<p><b>Professional strength - Architecture</b> <b>In-house</b> Architects employed with the applicant firm: Architects (with B.Arch. degree or equivalent) Marks 'per employee' on experience*: &gt;7years: 1.5 marks &gt;5 and upto 7 years: 01 marks &gt;3 and upto 5 years: 0.5 marks <b>IMPORTANT:</b> Architects (with master's degree or equivalent in Architecture, Planning, Urban Design, Environment/Energy/Building Sciences Management/other discipline relevant to building design and construction) Marks 'per employee' on experience*: &gt;7 years : 02 marks &gt;5 and upto 7 years: 1.5 marks &gt;3 and upto 5 years: 01 marks</p> <p><i>* Experience shall be counted only after the date of declaration of result of the qualifying exam.</i></p>	10
(iv)	<b>Project Management Consultants (in house)</b>	5
(v)	<p><b>Professional Strength – Civil and Structural Engineering</b></p> <p>Presence of professionals either in-house or with the lead architect associated* with the applicant Civil Engineers (B.E./B.Tech Civil or equivalent) Quantity Surveyors Mark 'per employee' on experience: &gt;7 years : 01 marks</p>	5

	<p>&gt;5 and upto 7 years : 0.5 marks &gt;3 and upto 5 years: 0.25 marks</p> <p>If the applicant has in-house professional strength in this category then 1 Bonus Mark shall be awarded. This bonus mark will be added to the total marks secured for <b>organizational and professional strength</b> subject to maximum marks allocated.</p>	
(vi)	<p><b>Professional Human Resource Mechanical Electrical and Plumbing Services</b> Presence of professionals either in-house or with the lead architect associated* with the applicant Electrical Engineers (B.E./B.Tech Electrical /Electronics or equivalent) Mechanical Engineers (B.E. / B.Tech Mechanical or equivalent) Quantity Surveyor Other Professional / Scientific Staff</p> <p>Mark 'per employee' on experience: &gt;7 years: 01 marks &gt;5 and upto 7 years: 0.5 marks &gt;3 and upto 5 years: 0.25 marks</p> <p>If the applicant has in-house professional strength in this category then 1 Bonus Mark shall be awarded. This bonus mark will be added to the total marks secured for <b>organizational and professional strength</b> subject to maximum marks allocated.</p>	5
	<p><b>IMPORTANT:</b> <i>List of all such persons with their field of specialization and tenure of work with the firm to be furnished as per prescribed formats given as annexure.</i></p> <p><i>Only qualified salaried staff employed for more than <b>ONE year</b> as on date of issue of the EOI shall be considered. Please provide supportive documentary evidence of employment. Principals/Partners will be counted for this purpose.</i></p>	
<b>B</b>	<b>Experience of Work</b>	<b>55</b>
(vii)	<p>Teaching/Training/Research/Educational/Institutional building New projects that are completed till the date of hosting of Tender shall be considered for evaluation: Marks 'per project' based on "Project Cost": &gt;3.5 crores project and above : 5 marks &gt;2 and upto 3.5 crore project: 4 marks &gt;1 and upto 2 crore project: 3 marks 1 Bonus marks will be given for each project done for Educational/Institutional Institutes subject to maximum of <b>4 bonus</b> Marks</p> <p><b>IMPORTANT:</b> <i>Buildings may be whole or part of larger complex/campus. Applicant must carefully choose the manner in which it desires to Submit the list of projects.</i></p>	25
(viii)	<p>Number of 'HI-TECH' building New projects ongoing/completed till the date of hosting of Tender: Marks 'per project' based on "Project Cost": &gt;3.5 crores project and above : 5 marks &gt;2 and upto 3.5 crore project: 4 marks</p>	10

	>1 and upto 2 crore project: 3 marks  <i>IMPORTANT: Hi-Tech buildings shall mean buildings with Mechanical, Electrical &amp; Plumbing (MEP) component cost equal to or more than 35% of total project cost excluding external development and land cost.  Documents giving break-up of the cost of projects clearly substantiating MEP component cost claims to be attached, failing which same shall not be considered for evaluation.</i>	
(ix)	Experience in projects completed that have been awarded green certification from GRIHA/LEED till the date of issue of EOI.  <i>(maximum 2 marks per project subject to maximum of 10 marks)</i>	10
(x)	Quality of Designs of Works Completed.  <i>(Mark will be awarded by the Committee based on architectural appreciation of works completed especially reviewing the designs of new building works done in old Educational/Institutional Campuses)</i>	10
<b>C</b>	<b>FINANCIAL CAPABILITY</b>	<b>10</b>
(xi)	Gross Financial turnover in last three financial years Up to Rs. 0.30 crores – Marks 3.0 More than Rs. 0.30 crore – 0.5 Marks for every Rs.0.5 crore (or part thereof) above Rs.0.30 crore subject to limit of maximum marks.  <i>IMPORTANT: Audited financial results of all relevant years and summary to be Submitted.  Gross Financial turnover shall mean the sum total of the Annual Financial turnovers in last five financial years of the applicant firm.  For the purposes of turnover only the 'fee' received on account of Architectural and PMC services shall be taken into account.</i>	10
	<b>TOTAL A to C</b>	<b>100</b>

**Note:**

- Evaluation of Professional Strength and Experience of work shall be done on the basis of list of projects submitted by the applicant.
- Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.
- Information as sought is to be given by individual applicant or architect separately.
- Ongoing projects and/or virtual completion shall be considered for evaluation only wherever specified in the particular evaluation criteria.



- Gross Built-up Areas mentioned are for one single project unless stated otherwise in the particular evaluation criteria.
- Wherever sought, "experience" as on date of issue of EOI shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
- The Evaluation & Selection process for Technical (Stage-1) consists of the following considerations:
  - A)** Minimum eligibility Criteria as per Section-II and minimum score as per Section-V Technical Bid Score (Ts) (Stage-1).
  - B)** To be eligible for Stage – 2 i.e. Design Competition, the bidder must secure at least 50% marks in aggregate in stage - 1. Selection of Architect based on Design Competition by a designated committee Panel formed by ICAI (Annexure - B) Stage-2.
  - C)** Financial Bid (Stage-3) Opening of price quote of Technically qualified Architect/Firm (price quote to be in the form of professional fee as a percentage + GST of estimated cost of proposed work without GST).

**The Evaluation shall be carried out in 3 Stages:**

- i. 1<sup>st</sup> Stage – Technical Bid Evaluation : (100 marks)
- ii. 2<sup>nd</sup> Stage - Design Competition & Presentation: (100 Marks)
- iii. 3<sup>rd</sup> Stage – Financial Bid Evaluation (100 Marks)

**Stage-1** includes Evaluation of Technical Bids as per existing Eligibility Criteria and assigning Technical Bid Score (Ts - Technical score) out of 100 marks.

**Stage-2** Evaluation of Design with respect to the above points will be done by an Expert Panel set up by ICAI. Bidders will be given points out of 100 (Ds- Design Presentation Score) which will contribute towards overall selection.

- i. Firm/Architect shortlisted for participating in Design competition will have to present their scheme of Proposals, Drawings, Plans, Elevations, Visuals, PPT, 3D Views etc to ICAI panel.
- ii. Firms/Architects who score minimum eligible marks evaluated in Technical evaluation stage shall be considered for site visit of their works by a committee. Only those firms whose performance (quality, architectural features and finishes etc.) is found satisfactory will be considered for design competition.
- iii. Shortlisted Firm/Architect will be given 10 days after the technical qualification stage for making presentation as per the scope of work.
- iv. Format, content, timeline and instructions for the design presentation will be shared with the qualifying firm/Architect after stage 1. After presentation the committee members will interact with the Firms/Architects to understand their presentation and scheme.
- v. To participate in design competition, the Firm/Architect will have to attend the event at their own expenses.

- vi. Based on the design presentation proposal and other features for the proposed work, their capability and capacity shall be judged and rated by the designated committee of the ICAI on various parameters and marking matrix as per **ANNEXURE - B** for the purpose.
- vii. The decision of final selection of the Architectural Cum Project Management Consultant at this stage shall be done based on the design presentation Score and recommendation of designated committee which will be final and binding on all Architects/Firms.

**Stage-3:**

- i. Further, the Financial Bids of Bidders who are successful in Stage 1 & in Stage-2 shall be opened.
- ii. Lowest bidder shall be assigned a score of 100 in the Financial Bid.
- iii. The Financial Score (Fs) for others shall be calculated by following relation:

$$F_s = 100 \times F_1 / F$$

Where:

F<sub>s</sub> : The Financial score of the Financial Bid being evaluated

F<sub>1</sub> : The quoted fee of lowest bidder

F : The quoted fee of the Financial Bid being evaluated

**Final Score/Final Evaluation:**

- A. The Final evaluation shall be based on QCBS (Quality Cost Based Selection) Method with weightage of 30% to the Technical Bid Score (i.e. Stage – 1), 40% to Design Competition Score (Stage 2) and 30% to the Financial Bid Score (Stage 3).
- B. The Technical Score (Ts), Design Competition Score (Ds) and Financial Score (Fs) after factorization (as per mentioned above) shall be added and the Bidder getting Maximum total marks shall be selected to award the work.
- C. The ICAI, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the ICAI on such interpretation and awards of marks shall be final and binding on all applicants. No reasons whatsoever shall be furnished regarding award of marks.
- D. Firms/Architects who score maximum total marks shall be considered and appointed as an Architect for project by the committee and shall be informed separately.
- E. In case of a tie in the Final Score, the Bidder with the higher Score in Stage – 2 will be considered and appointed as an Architect for project.
- F. In case of Tie in the Final Score as well as Score in Stage 2, the Bidder with the higher Score in Stage – 1 will be considered and appointed as an Architect for project.
- G. In case of Tie in the Final Score as well as Score in Stage 2 and Score in Stage – 1, the Bidder with the higher Score in Stage – 3 will be considered and appointed as an Architect for project.

## Annexure –B

### TECHNICAL PARAMETER FOR EVALUATION OF DESIGN (Stage-2)

**PRESENTATION MADE BY SHORTLISTED ELIGIBLE ARCHITECTS/FIRMS TO BE EVALUATED AS UNDER (TOTAL MARKS 100 NOS):**

<b>S. No</b>	<b>Description</b>	<b>Maximum Points</b>
1.	General design concept for the proposed work covering Architectural features, 3D view, indicating finishing, Other amenities, etc.,	25
2.	Effective spaceutilization (layout plan) & economical Design along with estimated cost /per sqm cost of the proposed scheme.	25
3.	Incorporation of Ethos of organization in the design of the proposed scheme	10
4.	Incorporation of Energy Saving and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials for the proposed scheme	10
5.	Design Innovation, State of the Art technology, Architectural features used in the proposed scheme for Multipurpose Hall, Classrooms, ITT Labs etc.	10
6.	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the Committee members.	20
	<b>Total Score (Ds)</b>	<b>100</b>

Note:

- The Firms/Architects who were shortlisted for Design Competition keep in this design of the building as per latest statutory Norms.
- Exterior / Interior works, space planning, Furniture works, ceiling & False ceiling, partitioning, flooring, Lift, plumbing, Air Conditioning system, Electrical distribution system, Fire detection and firefighting systems, LAN Networking and Telephone Cabling.

**SECTION VI**  
**Information to Be Furnished by the Bidder**

1	Name, composition and registered office address	Details to be furnished in the Prescribed proforma (Format 1).
2	Whether individual or a partnership firm with full particulars of the other partners including their names, professional qualifications, age, experience etc.	Attach a separate sheet.
3	Names, qualification and experience of all technical personnel in the firm.	Details to be furnished in the prescribed proforma (Format 2)
4	Whether registered as a member of Council of Architecture?	State the Registration No. & attach a copy of the certificate
5	Details of experience as practicing Architects.	Attach a separate sheet
6	Important large projects executed during last 5 years by the firm together with approximate cost of individual project. The full address of the clients for whom the works have been executed.	Details to be furnished in the prescribed proforma (Format 3).
7	Name and address of the Banker(s) of Architects.	Attach a separate sheet.
8	Whether in last 5 years the bidder/ tenderer/ applicant/the firm is involved/has been involved at any time in any Litigations/ arbitrations pertaining to their professional commitments?	If yes, details to be furnished regarding nature of the complaint, year and outcome of the exercise.
9	Whether in last 5 years the bidder/ tenderer/ the Firm is or has been blacklisted by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	
10	Whether in last 5 years the bidder/ tenderer/ applicant/ the Firm has ever withdrew itself from any Contract awarded to it by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	

11	Whether in last 5 years the bidder/ tenderer/ applicant/ the Firm has ever been subjected to the condition when the Bank Guarantee submitted by it has been forfeited, for whatever be the reasons, by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	
12	Financial standing	<p>Copies of the Income Tax Clearance certificates/ loss Tax assessment orders along with latest final accounts of the business of the architect duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness for the last three consecutive financial years.</p> <p>Audited Balance Sheets for the relevant Years should also be attached</p>

Name & Signature:

Full address, office seal& Date:

## Format 1

### Composition of the Firm:

1	Name of the firm: (Attach an attested photocopy of Certificate of Registration)	
2	Legal Status of the Firm: (Individual/proprietor/Limited Company)	
3(a)	Registered Address:	
3(b)	Telephone:	
3(c)	FAX/Tele-fax:	
4(a)	Contact Person	
4(b)	Designation	
4(c)	Full Postal Address:	
4(d)	Email id	
4(e)	Mobile no.	
5.	Number of years of experience:	
6.	Number of similar eligible works executed during the last five years:	
7.	Names and titles of Directors or Partners:	
8.	In case the company is subsidiary, the involvement, if any, of the Parent Company in the ICAI's proposed work:	
9.	State whether in-house expertise is available for all services/sub-systems.	
10.	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement?	
11.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the project and reasons for abandonment.	
12.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black-listed for competing in any organization at any time? If so, give details	
13.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted?	
14.	Whether the Applicant is involved in frequent litigations in the last five years?	

Signature, date and stamp  
of the Applicant /Authorized representative

## Format 2

- (A) List of technical personnel, giving their technical qualifications, experience including that in the present organization. The statement should also show the administrative staff available in the organization.

S. No.	Name	Age	Qualifications	Consultancy experience
1.	2.	3.	4.	5.

Nature of works handled	Name of the projects handled with cost details	Date from which employed in the present organization	Indicate special experience if any
6.	7.	8.	9.

Signature, date and stamp of the applicant / Authorized representative

Note: Mention other points, if any, to show technical and Managerial Competency to indicate any important point in your favour.

- (B) Infrastructure available for handling the Consultancy work:

The details in a separate sheet shall include the office set up such as carpet area of the registered office, no. of computers, in house computer aided design facility like AutoCAD package, 3D Modelling software, 3D render software etc.

Signature, date and stamp of the applicant /Authorized representative

### Format 3(A)

List of Important Projects of Similar Nature of works Executed by the Organization During Last Five Years [Note: Separate sheet to be furnished for different projects viz. (a) Institutional Building, (b) Office Buildings, (c) Commercial buildings]

#### DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST FIVE YEARS

S . N o	Name and addre ss of the Client	Details of the work									Whether copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work etc and the corresponding completion and TDS certificates indicating actual date of completion and actual value of executed similar eligible works in proof of the work experience have been attached
		Name and location of the project	Scope of the work	Value of the work	Date of award/ actual commencement of the work	Time allowed for completion of the work	Date of Completion of work	Reason for delay, if any	Whether Liquidated Damages / penalties, if any, imposed?	Litigation/ Arbitration, if any with details.	

Note:

The applicants are required to provide the Documentary Proof in respect of the information furnished above and as per evaluation criteria also.

Signature, date and stamp of the Applicant/  
Authorized representative



**Format 3(B)**

**DETAILS OF THE CLIENTS FOR WHOM ELIGIBLE WORKS HAVE BEEN EXECUTED/COMPLETED DURING LAST 5 YEARS**

S . N o .	Name and address of the Client /Firm (also indicate whether Government / Semi Government /Government of India Undertaking or Private body)	Details of the officers/ authorities/contact executives under whose control the work(s) was/ were executed					
		Name	Postal address	E-mail IDs	Telephone (mobile) Nos.	Fax nos.	Telephone (landline) Nos.

Signature, date and stamp of the Applicant /  
Authorized representative

**Format 3(C)**  
**(On the Letterhead of the Chartered Accountant)**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that the **(Name of the firm/company)** having its registered office at **(full address)**, has the Annual turnover during last 5 financial years and profit/loss during last 5 Financial years mentioned here as under:

<b>S.NO</b>	<b>FINANCIAL YEAR</b>	<b>TURNOVER (In Lakhs)</b>	<b>PROFIT/LOSS (In Lakhs)</b>	<b>REMARKS (IF ANY)</b>
1	FY 2018 – 2019			
2	FY 2019 – 2020			
3	FY 2020 – 2021			
4	FY 2021 – 2022			
5	FY 2022 – 2023			
<b>Total</b>				

The certificate is being issued on specific request of **(Name of the firm/company)** for tender participation. The certification is based on the information and records produced before me and is true to the best of my knowledge and belief:

*(Signature)*

**(Name of the Chartered Accountant)**

**Chartered Accountant**

**Membership No:** \_\_\_\_\_

**UDIN No:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature, date and stamp of the  
Applicant / Authorized representative**

## **DECLARATION - I**

### **Declaration of Integrity and No Conflict of Interest**

(On the Letter Head of the Bidder)

I/ We hereby declare that I/ We shall –

- a)** Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- b)** Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- c)** Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness, and progress of the procurement process.
- d)** Not misuse any information shared between the Procuring Entity i.e., ICAI and the Bidders with an intent to gain an unfair advantage in the procurement process.
- e)** Not indulge in any coercion, including impairing or harming or threatening to do the same, directly, or indirectly, to any party or to its property to influence the procurement process.
- f)** Not obstruct any investigation or audit of a procurement process
- g)** Disclose conflicts of interest, if any, and
- h)** Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### **Conflict of Interest: -**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to,

- a)** Have controlling partners/shareholders in common; or
- b)** Receive or have received any direct or indirect subsidy from any of them.
- c)** Have the same legal representatives for purposes of the Bid; or
- d)** Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or

- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid: or
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or

For an on behalf of Signature (with seal)

Name of the Person Designation

Name of the Person

Designation

Date:

Place:

(Authorised Representative/Signatory)

## DECLARATION - II

### Declaration by the Bidder regarding Qualifications (On the Letter Head of the Bidder)

In relation to my/our Bid submitted to the Institute of Chartered Accountants of India for ..... in response to their Notice inviting Bids bearing Ref. No.: ICAI/RFP/\_\_\_\_\_: 2024 Dated \_\_\_\_\_, 2024.

I/We hereby declare that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and State Government or any local authority as specified in the Bidding Document.
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not having my/our affairs administered by a Court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/We do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest that affects fair competition.

Date:  
Place:

(Signature of bidder)  
Name  
Designation Address

**DECLARATION-III**  
(On Original Letter Head of the Bidder)

The Secretary,  
The Institute of Chartered Accountants of India,  
'ICAI BHAWAN', Post Box Number 7100,  
Indraprastha Marg New Delhi-110002

Dear Sir,

Sub: Tender for .....

In terms of the requirements of the Tender No.....dated.....we hereby undertake as under:-

1. That we are not involved in any major litigation that may have an impact on compromising the delivery of services.
2. That we are not blacklisted by any Central/State Government/Public Sector Undertakings / Autonomous Bodies under Central/State Government/Multinational Companies or by any Other Organization during the last 5 years from today.

(Signature of Authorized Person)

Name:  
Designation:  
Date:  
Place:  
Office Seal:

Witness with Signature:

Business Address:

1. Name & Address:

2. Name & Address:

## **ANNEXURE - I**

### **Letter of Application**

(On the original letter head of the Applicant)

Date:

**To,  
Secretary,  
The Institute of Chartered Accountants of India,  
ICAI Bhawan, Indraprastha Marg, New Delhi – 110002**

**Subject:**

---

Dear Sir,

1. Being duly authorized to represent and act on behalf of M/s..... (Hereinafter referred to as an `Bidder') and having reviewed and fully understood all the information provided in the Tender document, I/We hereby submit my/our offer to you in accordance with the terms and conditions and within the time mentioned in the Tender documents at the rates quoted by me/us in the Financial Bid duly signed in a sealed cover as required along with Technical Bid for appointment of Architect for the above cited project.
2. We have enclosed herewith a Demand Draft bearing No. ... .. dated ... ..  
... .. Issued by ... .. Bank for an amount of Rs. ....../- inclusive of GST drawn in favour of "Secretary, The Institute of Chartered Accountants of India" payable at New Delhi, against Tender Fee.
3. We have enclosed herewith a Demand Draft bearing No. ... .. dated ... ..  
... .. Issued by ... .. Bank for an amount of Rs. ... ../- drawn on New Delhi, in favour of "Secretary, The Institute of Chartered Accountants of India" towards EMD.
4. ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents information and other credentials submitted in connection with this Tender and to seek clarification from our bankers and clients regarding any financial and technical aspect. This letter of application will also serve as authorization to any individual or authorized representative of any Institution referred to in the supporting information to provide such information as deemed necessary and as requested by ICAI to verify the statement and information provided in this application/Tender such as the resources, experience and competence of the Bidder.
5. ICAI and its authorized representative may contact the following person for information: -
6. This Bid is made/submitted with full understanding that:
  - (a) Bids by the Bidders will be subject to the verification of all information submitted for appointment at the time of bidding.
  - (b) ICAI reserves the right to:
    - amend the scope and in such event, bids will only be called from pre-qualified bidders who meet the revised requirements/criteria;

- and
- Reject or accept any Bid, cancel the appointment process and reject all Bids at any stage without assigning any reason therefor.

7. The undersigned declares that the statements made and information provided in the duly completed Bid along with the annexures, is complete, true and correct in every detail. It is further understood that furnishing of wrong or misleading or incomplete information or suppression of facts will lead to disqualification.

Signature:

Name:

(For and on behalf of \_\_\_\_\_)

**Encl:**

1. ....
- 2.....
- 3.....



## ANNEXURE - II

This Agreement is made on this the..... day of.....202\_ at \_\_\_\_\_

### BETWEEN

**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA**, a statutory body set up by an Act of Parliament namely The Chartered Accountants Act, 1949, having its Head Office at 'ICAI Bhawan', P.O. Box No. 7100, Indraprastha Marg, New Delhi – 110002, (HEREINAFTER referred to as 'ICAI') which expression shall, wherever the context so admits, mean and include its successors, assignees, administrators, etc. of the **ONE PART**

### AND

M/s. \_\_\_\_\_, a Proprietorship Firm/ Partnership Firm/ Company having Registration No. .... dated ...../ CIN No. .... registered with ...../ Registered under Companies Act, ..... having its Registered Office at \_\_\_\_\_ through its Proprietor/ Partners ...../ Authorised Representative/ Authorised Partner ..... Duly authorized vide ..... (hereinafter referred to as 'Architect'), which expressions shall, unless repugnant to the context or meaning, include its successors and assignees) of the **OTHER PART**.

The ICAI and the Architect are hereinafter collectively referred to as "Parties" and individually as "Party".

### WHEREAS

1. The ICAI is seized and possessed of a \_\_\_\_\_.
2. The Architect is an individual/ a firm of Architects/ / a Company registered under the Companies Act, 1956/2013 in existence for a long time and having good experience in providing professional architectural and project management consultancy services.
3. The ICAI is willing to construct an Institutional Building (hereinafter called 'Project') of approximately \_\_\_\_\_ sq. ft. on the said plot of land and for the purpose desires to appoint the Architect for rendering Project Management Consultancy services, Architectural services and Allied service for the completion of the civil work of the construction of the project (hereinafter referred to as the said 'work') and has invited open Tender vide tender No. .... dated ..... published in ..... for the appointment of Architect for providing comprehensive Architectural and PMC services in respect of the said project. The Architect was selected after the due tender process.
4. The Architect has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the Tender documents provided by ICAI for engagement of Architect for providing comprehensive Architectural and PMC services in respect of the said project or

having any connection therewith, and has examined and considered all other matters, conditions and possible contingencies, and all the matters incidental thereto and has offered to execute said work.

5. ICAI accepted the offer of Architect for executing the said work and conveyed its acceptance vide letter No \_\_\_\_\_, dated \_\_\_\_\_, at the rate(s) stated in the Schedule – 'A' annexed hereto upon the terms and subject to the conditions hereinafter appearing.
6. The Tender documents including the Notice Inviting Tender, Instructions to Bidders, Conditions of Contract, General Obligations, Time Schedule for providing services, Letter of Intent, Letter of Acceptance, Annexures, Appendices and instructions as may be issued from time to time by the ICAI along with the Proposal of Agency shall form part of the contract though separately set out and are included in the expression 'Contract' wherever herein used.
7. The Parties hereto agree that this Agreement shall supersede all previous writing/s and document/s exchanged/executed between the parties hereto in respect of this transaction unless expressly mentioned herein and is finally agreed understanding between the Parties hereto.
8. Based on the above declaration and assurances, the Parties hereto have decided to reduce the terms and conditions of the agreement into writing as hereinafter appearing.

**NOW, THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWSAS FOLLOWS:**

**1. REPRESENTATIONS AND WARRANTIES**

The Architect represents and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Tender Document/ ensuing Agreement and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender and under ensuing agreement.
- c) The Architect shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- d) In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- f) The information furnished in the Tender documents and as updated is true and accurate in all respects and nothing is suppressed or mis-represented.
- g) The execution, delivery and performance of Agreement arising out of this Tender shall not conflict with, result in the breach of, constitute a default by

any of the terms of its Memorandum or Articles of Associations or under any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.

- h) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement;
- i) It has committed no violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement;
- j) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- k) It and its personnel have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.
- l) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise by entering into this Tender or for influencing or attempting to influence any officer or employee of ICAI in connection therewith.
- m) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

## **2. Scope of Work:**

2.1 The scope of Services to be performed relates to the design, construction and completion of the proposed Project.

2.2 The scope of services includes comprehensive Architectural and engineering design services including but not limited to preparing all drawings, design basis reports, details, estimates, specifications, bill of quantities, working drawings, as required for execution of the project and to the complete satisfaction of the ICAI / the Project Authority for each of the following components:

2.2.1 Architectural Designs and site development

2.2.2 Civil and Structural Design

2.2.3 Heating, Ventilation and Air Conditioning (HVAC), Electrical, Plumbing and Sanitary and Sewerage, Water Supply, Fire Fighting, Acoustics, Illumination and all other Mechanical and Electrical, electronic and communication systems.

2.2.4 Landscape Designs

2.2.5 Interior Designs

- 2.2.6 Graphic Designs and Signage
- 2.2.7 Rainwater Harvesting Scheme
- 2.2.8 Applying and obtaining with various submittals to Statutory/Municipal Authorities at different stages of the project.
- 2.2.9 Project Management Consultancy

### **Preliminary Services: (First Phase):**

- 2.1 The Architect shall take the ICAI/Project Authority's instructions as to the ICAI's requirements and brief, assessing them, giving advice and rendering services for the successful completion of the Project.
- 2.2 The Architect shall examine the Site and its surroundings including the constraints thereof and advise the ICAI and/or the Project Authority on the manner by which these may affect the Project.
- 2.3 The Architect shall advise on the need for any special surveys, investigations, model tests or feasibility studies and propose the appropriate action.
- 2.4 The Architect shall carry out such studies as may be necessary pursuant to the ICAI's requirements, reviewing the ICAI's requirements and submitting applications and obtaining planning permissions and building approvals from the relevant authorities and to comply with other requirements.

### **3. Preliminary Design Phase (Second Phase):**

- 3.1 The Architect shall consult with the ICAI and/or the Project Authority to
  - (i) Establish the design criteria, parameters and basic considerations with respect to the general image and character desirable for the Project; and
  - (ii) Ascertain accurately the requirements of the Project, including timescale and any financial limits, submittal dates and project phasing or schedule in relation to the Project.
- 3.2 The Architect shall in consultation with the other professional architects and/or sub-architects, prepare design studies on the Project and submit a preliminary designs consisting of scaled drawings and design basis reports for all components of the project for approval by the Institute and/or the Project Authority.
- 3.3 The preliminary design shall include
  - 3.3.1 The Architectural and interior design concept, furniture layout, selection of loose furniture, finishes, colour scheme, light fixtures, reflected ceiling plan design intent and perspective sketches.
  - 3.3.2 Proposed concepts for indoor and outdoor landscaping, street furnishing, signage etc
  - 3.3.3 Proposed structural systems including construction systems and methods
  - 3.3.4 Schematic layouts of all services and utilities including but not limited to Mechanical, Electrical (both high and low voltage), and Plumbing (MEP), Networking, Firefighting, security and alarm systems, building management services, etc.
- 3.4 The Architect shall prepare the preliminary sketch designs to interpret the design brief and shall prepare preliminary estimates of the probable construction costs based on current area, volume or other unit costs.

- 3.5 The Architect shall prepare all necessary drawings and finishes schedules and other details as required for preparation of preliminary estimates and in consultation with the quantity surveyor prepare and submit to the Institute and/or the Project Authority for approval a preliminary cost estimate of the Project.
- 3.6 Upon obtaining the approval of the Institute and/or the Project Authority for the said preliminary design and the said preliminary cost estimate, the Architect shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed with the Works.

#### **4. Statutory Approvals and GRIHA certifications (Third Phase):**

- 4.1 In case any statutory approvals are required for development of the buildings, the architect will prepare specific drawings and documents and other application materials and submit the same to the relevant authorities for the purpose of securing the outline planning approval and planning guidelines for the Project. The Architect shall ensure that all designs and drawings comply with the statutory provisions. The Architect shall coordinate and provide in soft copy editable format like .dwg, .docx, .xls or any other format as required of all the basic drawings, calculations other documents sufficient enough to obtain the requisite sanctions. The Architect if so required shall also attend meetings with the relevant authorities.
- 4.2 The Architect shall prepare and submit all drawings and documents as may be required to register the project for certification under GRIHA and undertake all associated liaison with the certification authorities. The onus of obtaining the final certification shall lie with the Architect and as such the Architect shall be duty bound to ensure proper and complete documentation as required to be done during the construction by the project management agencies.

#### **5. Design Development Phase (Fourth Phase):**

- 5.1 The Architect shall, on the basis of the preliminary design as approved by the Institute (and/or the Project Authority) and the relevant authorities, prepare for the approval of the Institute and/or the Project Authority, the programme of services and the design development documents of all components of the project which shall consist of drawings showing plans, elevations and cross sections and all other drawings necessary for the implementation of the Project and which serve to illustrate the size and character of the entire Project in sufficient details.
- 5.3 The Architect shall also submit detailed design basis reports of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Architect is also expected to provide 3D visualisation of the proposed building, each floor / room and each area proposed to be utilised as per the proposed plans The Architect shall coordinate with such professionals, attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the design proposals.
- 5.4 The Architect shall prepare construction costs estimates at each stage of the design development process. The Architect shall ensure that all the architects and

sub-architects appointed for the purpose by the Architect shall provide similar drawings, information and details in respect of design and other specialist work undertaken by them along with the cost estimates. The Architect shall also ensure that all the said drawings comply with the requirements of the relevant statutory authorities and are in accordance with the cost estimates approved / budgeted by the Institute.

- 5.4 The design development phase may consist of numerous iterations and consultative meetings with the Institute's various Committees. The Architect upon receiving comments / feedback from the Institute and/or the Project Authority on the said design development documents and cost estimates, shall make changes/ amendments and again submit the same till the designs and details are approved by the Institute for the purposes of preparing the drawings and documents in sufficient detail for preparation of the bill of quantities and tender documents.

## **6. Documentation and Tender Phase (Fifth Phase):**

- 6.1 Upon receiving the approval of the Institute for the design development documents, the updated costs estimates and the programme of services, the Architect shall co-ordinate the work of all the other architects / sub-architects appointed by him and/or by the Institute to provide various services under this arrangement and prepare and submit the following:
- 6.1.1 Review the design and drawings to ensure compliance with the applicable laws and with the requirements of the statutory authorities
  - 6.1.2 Prepare a detailed bill of quantities based on the approved design.
  - 6.1.3 Prepare the technical specifications and drawings.
  - 6.1.4 Attend meetings and provide information to the Institute/the Project Authority to prepare, float and process various tender documents for all components of the project.
  - 6.1.5 Co-ordinate the detailed design with the other professional architects if any appointed by the Institute to achieve a fully integrated and coordinated design for the Project.
  - 6.1.6 Develop floor-by-floor and room-by-room data sheets and review with the Institute's requirements.
  - 6.1.7 Ensure that all documentation produced is clear, precise and unambiguous and is in a simplified format easily comprehensible by the Institute, the other professional architects, advisors, contractors and suppliers.
  - 6.1.8 Amend the design development documents as and when directed by the Institute and as necessitated by any functional or financial requirements.
  - 6.1.9 Produce a time schedule using a professional project management software for execution of various components of the project from start to commissioning.
  - 6.1.10 Produce, when required by the Institute, addenda relevant to the specific trade packages or tender documents.
  - 6.1.11 Collate all schedules, information, technical data, etc on finishes, equipment, fittings, products, colours and specification as required to enable the interpretation of the services documentation and requirements to be integrated in the design.
  - 6.1.12 Ensure that the products and materials specified are readily available and obtainable to achieve the requirements of the overall program.

- 6.2 The Architect shall further ensure that all the tender documents set forth, describe and prescribe in detail the works to be performed so as to enable competitive quotations or tenders to be called. The Architect shall furnish to the Institute / the Project Authority, such plans, details, specifications, special conditions of contract and any other documents to enable the Institute / the Project Authority to prepare all tender and contract documents. The Architect shall provide overall supervision to ensure that all the said drawings, specifications, plans, details, specifications conditions of contract and documents comply with the requirements of the relevant authorities and are in accordance with the approved cost estimates.
- 6.3 The Architect shall (i) reply, in the form of written instructions any queries raised during the tender period in relation to the trade packages and/or the tender documents and (ii) attend all meetings convened by the Project Authority in relation to the opening and/or assessment of tenders received.
- 6.4 The Architect shall attend all project planning meetings to brief the contractors, sub-contractors and suppliers and shall set forth the procedures for the administration of the Project. The Architect shall provide all assistance as may be required by the Institute / the Project Authority for the commencement and expeditious execution of the Works.

## **7. Construction Phase (Sixth Phase):**

- 7.1 The Architect shall provide all necessary information to the Institute / the Project Authority so as to enable the main contractor, other contractors and suppliers to proceed with the Works. The Architect shall be available as and when required by the Institute for co-ordination of the works of the other professional architects, contractors and suppliers throughout the construction period.
- 7.2 The Architect shall review and advise on the construction programme prepared by the main contractor, and such other aspects of the construction program as may be requested by the Institute / the Project Authority and shall clarify any ambiguities in the trade contract documents, specifications and drawings.
- 7.3 The Architect shall, advise the Institute on all matters and claims raised or made by contractors and suppliers in relation to any contract for works or supply of goods connected with the Project, including the interpretation of the contract documents relating to the same.
- 7.4 The Architect shall when required assist the Institute / the Project Authority to check and approve all samples, schedules, drawings and other submissions by the contractors, sub-contractors or suppliers to ensure that the same are suitable for the purpose of the Project and that these comply with the drawings, specifications and conditions stipulated in the contract documents.
- 7.5 The Architect shall visit the Site regularly at such frequency as may be necessary to determine whether the Works are proceeding in accordance with the drawings, specifications and conditions stipulated in the contract documents and with statutory and other requirements and shall provide technical supervision and issue all necessary and appropriate instructions and directions to be conveyed by the

Institute / the Project Authority to the contractors and suppliers promptly so as to enable the expeditious and proper execution of the Works under the Project.

- 7.6 The Architect shall provide the Project Authority with such additional sketches or drawings as are required in relation to any variations or site instructions.
- 7.7 The Architect shall review all shop drawings, product data, samples, prototypes and mock-ups and approve these in a timely fashion to ensure minimal disruption to the progress of the Works on the Site.
- 7.8 The Architect shall provide advice on any alternatives and/or substitutions to the specifications whenever required.
- 7.9 The Architect shall ensure that all construction solutions are cost effective and practical to achieve and shall provide advice of a technical nature on any variations and site instructions.
- 7.10 The Architect shall provide all Architectural, engineering, landscape, services and all other drawings showing the building and other development 'as built' and all services and equipment 'as installed' including detailed written narrative in the form of reports. Six sets of hard copy of drawings as per the scales specified by the Institute / the Project Authority and two sets of soft copies in editable format like .dwg, .docx, .xlsetc or as may be directed by the Institute / the Project Authority shall be provided.
- 7.11 The Architect shall perform all functions and duties required to be performed by him in accordance with the contracts for the execution of the Works and which are required or reasonably expected of the Architect whether the said functions and duties have been expressly listed in this Arrangement or otherwise.
- 7.12 The Architect shall set up a site office for handling the project on a daily basis (Space and facilities to be provided by the contractor).
- 7.13 The Architect shall arrange to depute a Project-in-Charge and appropriate support staff at site.
- 7.14 Obtain, and after approval, maintain a sample board of all critical components for ongoing inspection.
- 7.15 Plan daily activities of all works and services, Sequence operations so as to ensure that work fronts are available for all contractors.
- 7.16 Discuss Time/Cost Over-runs and report the same to ICAI/Project Authority through a system of appropriate Tables/Charts. Monitor management of manpower, material and financial resources with the assistance of ICAI's authorized official of Works and sound precautionary warning signals to ICAI/Contractors.
- 7.17 Supervise the Quality of Work and ensure that it is done as per approved specifications and drawings. Report on any exceptions and problems, in a timely manner, to ICAI/Project Authority.



- 7.18 Identify, witness and approve the various Tests as would be stipulated in the Tender documents either at vendor's factory or at site.
- 7.19 Review and Approve any New Items/ Extra Items or Change in Specifications in conjunction with ICAI/Project Authority & Consultants. Prepare detailed Rate Analysis for this purpose.
- 7.20 Certify Contractors' Running Bills and Final Bills with the assistance of ICAI's authorized official of Works in Quantity Measurements and Log data.
- 7.21 Issue virtual work completion certificate and Final Bill in co-ordination with ICAI/Project Authority and Consultants.
- 7.22 Co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project.  
Any other work including preparing brochures or models for various presentations (other than required for approvals from Competent/Statutory Authorities), any other drawing required (other than needed for approvals or completion of the project) etc. not specially mentioned but which may be required for completing the building/project & making it habitable.

## **8. Post-Construction and Statutory Completion (Final Phase):**

- 8.1 The Architect shall attend all necessary interim and final inspections of the completed Project or any part thereof by representatives of all relevant authorities and/or the Institute.
- 8.2 The Architect shall provide all drawings / documents and details sufficient to apply and obtain for fire safety permits and all statutory certificates as required for completion relating to the Project and occupation and use of the building.

## **9. Specific Services:**

The following shall form the Services and to be read in conjunction with the above mentioned and to be mutually explanatory of one another: -

- 9.1 To prepare base drawings for all statutory approvals, permissions with Government departments / agencies / boards/ undertakings/ local authority and assist the Institute in getting the necessary approvals.
- 9.2 To prepare necessary drawings for NOC's.
- 9.3 To prepare all drawings, specifications, bill of quantities, contract conditions and all other documents for tender purposes for all components of the Project.
- 9.4 To prepare preliminary and detailed estimates at various stages of work for each of the component and undertake value engineering to optimize the costs and minimize variation in costs, keep the costs initial Bill of Quantities with tentative costing and submit the same to the Project Management Team.

- 9.5 To prepare and submit scaled working drawings on suitable scale as specified by the Project Authority for all interior, Architectural, landscape, civil, structural, mechanical electrical, engineering services and all services and utilities and issue them for construction at least one month before the requirement of such drawings and details for construction at site.
- 9.6 To prepare revised drawings after making corrections, modifications, amendments and changes as directed by the Project Authority at all stages including after issue of the working drawings and good for construction drawings and issue the same for construction / institute's record.
- 9.7 To prepare the coordinated drawings between Architectural, interiors, structural and all other mechanical, electrical, plumbing and all other services' drawings and issue them for execution of the works.
- 9.8 To coordinate at site and to attend scheduled meetings at site other places during the course of design development, construction and post construction stage.
- 9.9 On completion of structure, to prepare as-built Architectural, structural and mechanical, electrical and all other services drawings for submission to Institute.
- 9.10 On completion of the building, to prepare necessary drawings for obtaining completion certificates as required for commissioning the building as per CPWD norms and also permissions, if any from relevant statutory authorities.
- 9.11 On completion of Building, to obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority.
10. In the event of any conflict or inconsistency between the sections as mentioned above, the Institute's decision shall prevail.

## **2. SCALE OF CHARGES AND MODE OF PAYMENT:**

### **A. Architectural Services:**

The ICAI shall pay to the Architects as remuneration for the services rendered by the Architects in relation to the said works and in particular for the services herein mentioned, a fee calculated at the rate of ----- % [----- percentage only] of the actual cost of work of the project without GST.

<b>S.No.</b>	<b>Stage of Payment</b>		<b>(%) of Total Fees Payable</b>
1	Stage 1	Advance	5 % of the Total Fee
2	Stage 2	On approval of Preliminary Designs	15 % of fee estimate less payment made in stage 1 (payable in two sub-stages as per progress of work)
3	Stage 3	On approval of Final design after the design development phase and receipt of statutory approvals from government bodies as applicable	30% of fee estimate less payment made in stage 1 and 2 (payable in two sub-stages as per progress of work)

4	Stage 4	After approval of all Detail Drawings and documents and completion of documentation and tender phase	40% of fee estimate less payment made in stages 1 to 3 (payable in two sub- stages as per progress of work)
5	Stage 5	On approval by the Institute all the working drawings and details and release of all drawings good for construction during the Construction Phase.	50% of fee estimate less payment made in stages 1 to 4 (payable in two sub- stages as per progress of work)
6	Stage 6	On execution of work worth 20% of its estimated cost	60% of fee estimate less payment made in stages 1 to 5
7	Stage 7	On execution of work worth 40% of its estimated cost	65% of fee estimate less payment made in stages 1 to 6
8	Stage 8	On execution of work worth 60% of its estimated cost	70% of fee estimate less payment made in stages 1 to 7
9	Stage 9	On execution of work worth 80% of its estimated cost	80% of fee estimate less payment made in stages 1 to 8
10	Stage 10	On completion of Post-construction and Statutory Completion phase	90% of fee estimate less payment made in stages 1 to 9
11	Stage 11	On getting Completion Certificate from Local Authority regarding completion of the project	95% of fee estimate less payment made in stages 1 to 10
12	Stage 12	On completion of Defect Liability period	100% of total fees less payment made for Stages 1 to 11

- i. Payment to the Architect would be made on stage to stage basis as herein above mentioned. The percentage of the total fee as given there would be calculated on the cost as per the estimates prepared by the Architect and Project Management Consultants and approved by the ICAI/owner, till the tendered cost is known. As and when the tender cost is known, the payments made to the Architect and Project management Consultants based on estimates as aforesaid would be appropriately adjusted.
- ii. Progressive bills not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed.
- iii. The ICAI will settle Architectural Services bills within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final. The final payment will be made within 60 days after completion of Defects Liability Period of 12 months.
- iv. For the purpose of evaluating Architectural Services, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Architect has rendered services including soil investigation and site survey but shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.

- v. Obtaining Statutory approvals is included in the fees quoted by bidder i.e. no separate Fees/Amount will be paid on this account. However, actual Statutory fee will be paid by ICAI.
- vi. GST will be paid extra as applicable. However, any payment is subject to TDS.

**B. Project Management Consultancy Services:**

The ICAI shall pay to the PMC as remuneration for the services rendered by the PMC in relation to the said works and in particular for the services herein mentioned, a fee calculated at the rate of ----- % [----- only] of the actual cost of work of the project without GST.

- i) Advance Payment : 5% of total fees payable based on preliminary cost estimate.
- ii) Equal monthly installment : 60% of total fees payable on commencement of (Assuming 18 months' work based on preliminary cost estimate. In case of Construction period) extension of work beyond scheduled completion period, the Architect shall be paid amount equated monthly installment till completion installment.
- iii) During Contract Management : 20% of total fees & Construction Supervision Payable based on Pro-rata on progressive bills preliminary cost (subject to one bill per month) estimate for PMC work.
- iv) After completion of post : 5% of total fees payable based on actual cost contract period & services of the project (viz. Certification of final bills of contractors, ensuing preparation of As Built drawings of all major services and building work & getting them counter-sign by Architect.)
- v) Completion Certificate : 5% of total fees payable based on actual cost of the project
- vi) Defects Liability period : 5% of total fees payable based on actual cost of (after issue of virtual project Completion certificate to all contractor)

**3. REIMBURSABLE EXPENSES:**

Except the fee payable under the preceding clauses, the ICAI shall not reimburse/pay the Architect any other expenses incurred by it for discharge of its obligations under this agreement.

**4. RETENTION MONEY:**

That the Architect has agreed that , an amount equal to **5%** of the running account bill will be deducted towards retention money from each progressive bill as per schedule of payment herein above for performance of its obligation in respect of the contract. 50% (Fifty percent) of the amount so deducted shall be refunded to the architect after the successful completion of the work and balance 50% of amount shall be refunded after Defect Liability Period i.e. 12 months from the date of receipt of Occupation Certificate & Completion Certificate from the Local Municipal Authority or two months from the date of latest Rectification of work, whichever is later. It is also agreed by the Architect that no Interest is payable on the Retention Money.

Notwithstanding anything contained in this Agreement the Retention Money and any other amount due and payable to the successful Bidder (Architect) shall be liable to be forfeited by the Institute at its discretion in the event the Architect has committed any default or in breach of any terms and conditions of the contract or if the Architect fails to perform or observe any of the conditions of the contract. Further, in addition to other provisions and conditions mentioned in the Contract, the Retention Money and other amount payable to the Architect shall be liable to be forfeited in following conditions also:

- a) If the Architect changes the rates of contract during the contract period
- b) If the Architect withdraws its/his offer during the period of Contract
- c) If the Architect fails to perform the work to the satisfaction of the ICAI.
- d) If the Architect founds to be indulged in Canvassing, Fraud, Corruption, bid rigging, collusive bidding, Misrepresentation, Mal Practices etc. in any form in connection with tender culminated into award of contract and this Agreement.
- e) If the Architect founds to be suppressing the information or furnishing wrong information or providing incomplete information.
- f) If the Architect fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender/ Agreement.
- g) If the Architect fails to pay Penalty and/ or Liquidated Damages.
- h) The Architect assigns or sub-contracts the work under the contract without the prior written permission of the ICAI
- i) If the Architect provides the services which are of sub-standard quality and /or not as per the original contract; unsatisfactory service or failure on the part of the Architect to meet the delivery schedules or variation in the quality of services.

## **5. ICAI'S RESPONSIBILITIES**

The following shall be the responsibilities of the ICAI:

- 5.1 To provide detailed requirements of the project
- 5.2 To provide a correct site plan to suitable scale.
- 5.3 To provide lease documents and any other correspondence with Government and Local Authorities.
- 5.4 To pay the fees of the architect within three weeks of submission of bills.

## **6. ARCHITECT'S ROLE AND RESPONSIBILITIES**

- 6.1 The Architect shall keep the ICAI informed about the progress of work in its office.
- 6.2 The Architect shall appoint specialized consultant (s), if necessary.
- 6.3 The Architect shall furnish reports on topographical survey, soil conditions and soil tests etc. as required.
- 6.4 The Architect shall be responsible for the direction and integration of the Consultants, and shall be fully responsible for the calculations, the design and periodic inspection and evaluation of the work entrusted to them.
- 6.5 The Architect shall advise the ICAI on the time schedule (Bar Chart/PERT/CPM Network) prepared by the contractors for the completion of work, if required.
- 6.6 The Architect shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the ICAI.
- 6.7 Any professional services to be rendered by the Architect at the instance of the ICAI after the agreed project completion period shall be compensated for on mutually agreed terms.
- 6.8 The Architect shall exercise all reasonable skill, care and diligence in the discharge of its duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.
- 6.9 The liability of architect for his failure to exercise all reasonable skill care and diligence in the discharge of his duties shall be limited to 3 years after virtual completion of the works.
- 6.10 The Architect shall ensure quality control of material used in the construction of the project. In case, any defect is found in the quality of material used or any damage liability is inflicted on the ICAI with regard to the same, the same shall be borne by the Architect.
- 6.11 The Architect shall obtain all the necessary statutory approvals from the concerned authorities. In case, any liability or damage is caused to the ICAI for not obtaining the required approvals by the Architect, the same shall be borne by the Architect.
- 6.12 The Architect and Project Management Consultant shall supply minimum following set of drawings and documents free of cost as herein mentioned:

**A. Pre-Construction stage**

**3 Sets & 1 CD**

**B Construction Stage**

- 1 3 Sets + 1 CD to ICAI**
- 2 1 Set to Site Engineers**
- 3 3 Sets to Contractors / Specialist Agencies**

**C On completion**

**3 Sets of actually As Built Drawings to ICAI.**

**H. To Public Authorities (for approval of the scheme)  
As required**

**7. SCHEDULE OF COMPLETION OF WORK:**

The Architect shall complete the works as detailed in this Agreement as per the following schedule:

1. First Phase within a period of \_\_\_\_\_ months from the date of this agreement.
2. Second Phase within a period of \_\_\_\_\_ months from the date of completion of first stage.
3. Third Phase within a period of \_\_\_\_\_ months from the date of completion of second stage.
4. Fourth Phase within a period of \_\_\_\_\_ months from the date of completion of third stage.
5. Fifth Phase within a period of \_\_\_\_\_ months from the date of completion of fourth stage.
6. Sixth Phase within a period of \_\_\_\_\_ months from the date of completion of fifth stage.
7. Final Phase within a period of \_\_\_\_\_ months from the date of completion of sixth stage.

(The schedule of completion of work should be given here in a detailed manner as agreed between the parties).

**8. CONSTRUCTION COST:**

The approximate construction cost of the Project will be Rs \_\_\_\_\_ .

**9. USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS:**

If the Architect abandons the work in whole or in part or becomes incapacitated from acting as the Architect as aforesaid, the ICAI may make full use of all or any drawing and designs prepared by the Architect.

**10. INTELLECTUAL PROPERTY RIGHT:**

The Intellectual Property Right including Copyright of all drawings and designs prepared by the Architect for the project will rest with the ICAI.

**11. ALTERNATION IN SCOPE OF WORK AND CHANGE ORDER CALCULATION:**

If the ICAI deviates from the original scheme which involves for its proper execution, extra services, expenses and extra labour on the part of the Architect for making changes and addition to the drawing, specification or other documents, the Architect shall be compensated for such extra services as may be mutually agreed in writing.

**12. LIQUIDATED DAMAGES:**

If the performance of work/services is delayed beyond time schedule due to reasons attributed to the Architect, the Architect shall pay the liquidated damages to ICAI for delay but not by way of penalty to the ICAI, an amount calculated at the rate of ¼ % of the total fees/charges payable under the contract for every week for delay or part thereof, and the ICAI will be at liberty to deduct the said amounts from any amount due to Architect from the ICAI. This is without prejudice to any other remedy available to the ICAI under the agreement.

**13. INDEMNITY:**

That the Architect shall keep ICAI indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by ICAI by reason of any default or breach or lapse or negligence or non-observance of any law or non-performance on behalf of the Architect.

**14. PENALTY:**

The bidders are expected to have capability to deliver efficient and effective services to the ICAI. The successful bidder shall perform the services and carry out its obligations with all due diligence, render any opinion with professional integrity, efficiency and economy, as per generally accepted professional techniques, standards and practices, and shall observe sound management practices. The bidder shall at all times support and safeguard ICAI's legitimate interests. The bidder shall be liable to the ICAI for any direct loss or damage accrued or likely to accrue due to deficiency in services or opinion rendered by it or improper discharge of contractual obligations or deviant conduct.

It is clarified that the opinion given, or certifications furnished by the successful bidder are going to be utilized/ relied upon by ICAI. Therefore, the bidders needs to note that in the event its opinion/ certification turns out to be untrue, faulty and factually incorrect or it has been found that the bidder was negligent while rendering the services or it has been found that the bidder had colluded with any other party causing loss (pecuniary or otherwise) to the Institute, the Institute besides fixing responsibility of the bidder, imposing penalty @ 10% of total fee, may also blacklist such bidder's name and may also approach the concerned professional bodies with complaints of professional misconduct, etc. on part of such bidder for suitable action thereon by them. The Institute also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the consultant.



Further, if the performance of work/services is delayed beyond time schedule due to reasons attributed to the Architect and if the same has not been otherwise extended by the first party herein, the Architect as under;

- ½ percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered within 7 days.
- 1 percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered beyond 7 days, but upto 14 days.
- 2 percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered beyond 14 days.

The Institute, without prejudice to its rights, remedies, reserves its right to forfeit the Retention Money towards the penalty for delay in completion of the work.

**15. RESERVATION CLAUSE:**

That ICAI reserves the right to add or omit any item(s) of the contract work or restrict/decrease the scope of work. The decision of ICAI shall be final and binding in regard thereto and the Architect shall not be entitled to claim any compensation other than the admissible rates provided for in the contract or otherwise mutually agreed upon for such additions, alternations, modifications, variation omissions etc.

**16. NO PARTNERSHIP:**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties (excluding the Partnership Firm), or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

**17. THIRD PARTIES:**

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

**18. TERM:**

This Agreement shall be co-terminus with the completion of the Project.

**19. TERMINATION:**

The Architect shall provide the services as per the Scope of Work and adhere to the delivery schedule as described herein.

Without prejudice to any other rights or remedy available to ICAI, the ICAI may terminate the contract, at its option in whole or in part in case of any of the

following violations by the Architect and entrust the work to some other Architect, in case:

- a) The Architect refuses to provide services which the Architect is required to render under the Contract or refuse to render the same within the time or in the manner or otherwise according to the Contract.
- b) The Architect provides the services which are of sub-standard quality and /or not as per the original contract; unsatisfactory service or failure on the part of the Architect to meet the delivery schedules or variation in the quality of services.
- c) The Architect closes its business or die or becomes incapable of or unable to perform the Contract; dissolution of firm or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Architect;
- d) The Architect assigns or sub-lets the work under the contract without the prior written permission of the ICAI;
- e) If at any time, it is found that any of the information/document provided by the Architect is false;
- f) If the Architect fails to adhere to the time Schedule stipulated herein or the extended time which may be granted by the ICAI in its sole discretion.
- g) In case there is any change in the constitution of the firm of the Architect for any reason whatsoever

In all the above cases, the contract may be terminated by giving 30 (Thirty) days advance written notice to the Architect and Retention Money/ Security Deposit submitted by the Architect shall be forfeited. However, the termination notice may be revoked provided the Architect rectifies the drawbacks/defaults within notice period to the satisfaction of the ICAI. No consequential damages shall be payable to the Architect in the event of such termination.

Either party may terminate the contract by giving 60 days' advance written notice without assigning reason subject to completion of awarded dispatch orders.

Even after the termination of its engagement, the Architect shall remain liable and be responsible for due certification/approval of any bills submitted by the Contractors at any time, in respect of the work, executed before the termination of the Architect's appointment; but shall not be entitled to additional remuneration therefor.

## **20. ARBITRATION:**

That in the event of any question, dispute or differences arising out or in connection with any of the terms and conditions of the Agreement, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties . The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The Seat of Arbitration shall be held at **New Delhi** and the language of the arbitration proceeding shall be in English. The arbitral award shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons therefor.

## **21. JURISDICTION:**

Subject to the arbitration Agreement contained herein, any dispute between the parties arising out of this Agreement shall be subject to the jurisdiction of the Courts at **New Delhi**.

## **22. FORCE MAJEURE:**

Notwithstanding anything contained in the Agreement, the Architect shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failures to perform its obligations under the Agreement is the result of an event of Force Majeure. For purposes of this clause "Force Majeure" means an event beyond the control of the parties and not involving the fault or negligence of the parties and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

Force Majeure inter alia shall not include

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees.
- b) Any event which a diligent Party could reasonably have been expected to both
  - Take into account at the time of the conclusion of this Agreement, and
  - Avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Architect. If a Force Majeure situation arises the Architect shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Architect shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case a Force Majeure conditions exists for a period more than 15 days, ICAI may terminate the Contract.

## **23. ASSIGNMENT:**

The Architect shall not assign, sublet or transfer its obligations under this agreement to third party, without the written consent of the ICAI.

## **24. ENTIRE AGREEMENT:**

This Agreement including all the terms and conditions of the Tender document constitutes the entire Agreement between the two parties concerned. Any previous written or oral agreement relating to this subject matter except Tender Document is hereby superseded and cancelled. No representation, guarantee, modification or agreement shall affect this Agreement unless made in writing and executed with the same formalities.

## **25. NOTICE:**

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid).

The designated correspondence addresses of the Parties are:

**For ICAI:**

**For Architect:**

**26. SEVERABILITY CLAUSE:**

In the event that any provision of this ensuing Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this ensuing Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**27. WAIVER:**

No failure to exercise or enforce and no delay in exercising or enforcing on the part of ICAI to this ensuing Agreement entered thereunder of any right, remedy or provision of this ensuing Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

**28. TRANSITION PLAN:**

In the event of failure of the Firm/Architect to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the ICAI at its sole discretion may make alternate arrangement for getting the Services contracted with another Firm/Architect. In such case, the ICAI shall give prior notice to the existing Architects.

The existing Architect shall continue to provide services as per the terms of Contract until a New Firm/Architect completely takes over the work. During the transition phase, the existing Firm/Architect shall render all reasonable assistance to the new Firm/Architect within such period prescribed by the ICAI, for ensuing smooth switch over and continuity of Professional Services.

**29. NON- DISCLOSURE:**

The Architect/ Firm shall not disclose directly or indirectly any information, materials and of the ICAI’s Infrastructure/ system/equipment’s etc. which may come to the possession or knowledge of the Architect during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The Architect/ Firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Architect/ Firm shall not publish, permit to be publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of ICAI. The Architect/ Firm shall indemnify ICAI for any loss suffered by ICAI as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Architect and ICAI shall be entitled to claim damages and pursue legal remedies. The Architect/Firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Architect’s obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement for whatever reason

**30. FALL BACK ARRANGEMENTS:**

In case of breach of terms of the Agreement committed by the Architect, the ICAI may terminate the contract by giving 30 days’ notice and may inter alia further award contract to any other Architect at the risk and cost of the defaulting Architect. In such case, any higher price to be paid by ICAI to the newly appointed Architect shall be recoverable from the defaulting Architect from any amount due or payable to him including from the Retention money.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands hereto and, on a duplicate, hereof at the place and on the day, month and year hereinabove first mentioned.

Signed and delivered for and on behalf of ICAI

Signed and delivered for and on behalf of the Architect

**Signature:**

**Signature:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Mobile No:**

**Mobile No:**

IN PRESENCE OF TWO WITNESSES

1. **SIGNATURE:**

**NAME :**

**DESIGNATION:**

**ADDRESS:**

**MOBILE NO:**

**2.SIGNATURE:**

**NAME:**

**DESIGNATION:**

**ADDRESS:**

**MOBILE NO:**

**PART –II (Stage-3)  
FINANCIAL BID**

**(On the Letterhead of the Bidder)**

The Technically qualified bidder is required to submit the financial bid in the following format. The rates quoted by the technically qualified bidder shall be exclusive of GST as applicable.

<b>S. No.</b>	<b>Particulars</b>	<b>Fee in % + GST thereon to be mentioned separately (The fee should be quoted on the Project Cost exclusive of GST).</b>
1.	Architectural Services.	
2	Project Management Consultancy (PMC) Services.	
3	Grand Total	

**Note:** Financial Bid (Stage-3) Opening of price quote of Technically qualified Architect cum PMC (price quote to be in the form of professional fee as a percentage of estimated cost of proposed work).

Name:

Date:

Sign:

Address with Phone No and E Mail ID:

Stamp: