

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

TENDER

FOR

**APPOINTMENT OF ARCHITECT FOR COMPREHENSIVE
ARCHITECTURAL AND PMC SERVICES FOR ICAI'S PROPOSED
INSTITUTIONAL BUILDING AT SURVEY NO.247/2 OF
CHITLAPAKKAM VILLAGE, TAMBARAM TALUK, CHENGALPATTU
DISTRICT.**

PART – I : TECHNICAL BID

Issued To: -

M/s. _____

Address _____

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002

Index

TECHNICAL BID

S. No.	Particulars	Page No.
	NOTICE INVITING TENDER	3
SECTION – I	IMPORTANT INSTRUCTIONS TO BIDDERS	4 – 14
SECTION – II	ELIGIBILITY CRITERIA	15 – 16
SECTION – III	SCHEDULE OF SCOPE OF WORK/SERVICES	17 – 23
SECTION – IV	SCHEDULE OF PAYMENTS	24 – 26
SECTION - V	EVALUATION CRITERIA	27 – 30
SECTION - VI	INFORMATION TO BE FURNISHED BY APPLICANT	31 – 32
FORMAT 1	COMPOSITION OF FIRM/COMPANY	33
FORMAT 2	LIST OF TECHNICAL PERSONNEL	34
FORMAT 3 (A)	LIST OF IMPORTANT PROJECTS EXECUTED	35
FORMAT 3 (B)	DETAILS OF CLIENTS	36
ANNEXURE I	FORMAT OF LETTER OF APPLICATION	37 – 39
ANNEXURE II	FORMAT OF AGREEMENT	40 – 59

PART – II

FINANCIAL BID	60
----------------------	-----------

NOTICE INVITING TENDER
THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

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

Branch Office : Flat 402, Natha Kamalam, No.1 A, Periyalwar Street,
Sundaram Colony, East Tambaram, Chennai – 600 059.

ICAI invites bids, in prescribed format, from experienced and reputed Architectural firms/Architects for appointment of Architect for providing comprehensive architectural and Project Management Consultancy (PMC) services for its proposed Institutional Building at **SURVEY NO.247/2 OF CHITLAPAKKAM VILLAGE, TAMBARAM TALUK, CHENGALPATTU DISTRICT.**

The last date of receipt of duly filled in bid is **05.05.2022** upto 5:00 pm. The detailed terms and conditions/Tender are available at ICAI's website www.icaai.org, www.sirc-icaai.org & www.chengai-icaai.org

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. Bids are invited from interested bidders fulfilling the eligibility criteria as laid down herein for Appointment of Architect for Providing Comprehensive Architectural and PMC services for ICAI’s proposed institutional building at **SURVEY NO.247/2 OF CHITLAPAKKAM VILLAGE, TAMBARAM TALUK, CHENGALPATTU DISTRICT.**
2. The application form, the eligibility criteria and the detailed time schedule is available in the “Tender” section on ICAI’s web site www.icai.org, www.sirc-icai.org & www.chengai-icai.org.
3. Prospective bidders are required to submit their full bio-data / profile giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, in-house computer aided design (CAD) facilities etc. In the enclosed Formats. Technical and Financial Bid must be submitted in separate sealed envelopes clearly mentioning as “Technical Bid” and “Financial Bid” and both the sealed envelopes to be put into another sealed envelope and it should be super scribed as **“TENDER FOR APPOINTMENT OF ARCHITECT FOR COMPREHENSIVE ARCHITECTURAL AND PMC SERVICES FOR ICAI’S PROPOSED BUILDING AT SURVEY NO.247/2 OF CHITLAPAKKAM VILLAGE, TAMBARAM TALUK, CHENGALPATTU DISTRICT”** addressed to **“The Chairman, Chengalpattu District Branch of SIRC of ICAI”** and sent at the address given below either by registered post/speed post / or may be dropped in the tender box placed at **Flat 402, Natha Kamalam, No.1 A, Periyalwar Street, Sundaram Colony, East Tambaram, Chennai – 600 059**, so as to reach on or before **5 PM on 05.05.2022**
4. Bids received after the stipulated date and time shall not be entertained. The ICAI shall not be liable for any postal delays whatsoever and Bids received after the stipulated time/date are liable to be rejected summarily without giving any reason.
5. In case of incomplete submissions, ICAI shall be under no obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and not consider for further evaluation.
6. The sealed Bids are to be submitted on the business letter head of the bidder duly stamped and signed and dated on each page. Details/supporting documents wherever applicable, if attached with the Bid should be duly authenticated by the bidder. No over writings shall be accepted unless authenticated with full signature of the bidder.
7. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part for the proforma and serially numbered.
8. The nonrefundable tender fee is **Rs.1,180/- (Rupees One Thousand one hundred and eighty only)** including GST in the form of Demand Draft in favour of **“Secretary, The Institute of Chartered Accountants of India”** payable at New Delhi along with Tender. Without Tender Fee, the Bid will not be considered.

9. The Bidder Shall submit its Bid along with **EMD of Rs.80,000.00 (Rupees Eighty thousand Only)** in the form of demand draft drawn in favour of **“The Secretary, Institute of Chartered Accountants of India”**, payable at New Delhi. No interest shall be paid by the ICAI on the EMD.
10. EMD is to be submitted by all bidders irrespective of their status/ registration as MSME.
11. Joint Venture / consortia of firms / companies shall not be allowed to participate in the Bidding process and if it is found at any stage before and 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 General Condition of Contract (GCC), shall stand terminated.
12. The Bid not accompanied with EMD as afore said shall be rejected forthwith. EMD of the unsuccessful bidders will be returned within 120 days of opening of Financial Bids.
13. Return of EMD to Successful Bidder:

In case of successful bidder, the EMD may be converted into Performance Security or part of the Performance Security, as the case may be, or the same shall be returned after furnishing of performance security in the form of bank guarantee issued by a nationalized scheduled commercial bank in favour of The Secretary, The Institute of Chartered Accountants of India, New Delhi for an amount equivalent to 10% of the Total Architectural Cum PMC Fees within 10 days from the issuance of Letter of Intent to the Successful Bidder.
14. The EMD may be forfeited if:
 - The Bidder unilaterally modifies its application price any time after submission of Bid and after being declared as successful bidder
 - The bidder withdraws its/his offer during the period of tender validity on non-acceptance of Letter of Intent/ work order by the successful Bidder.
 - Bidder fails to furnish performance guarantee/ performance security/ security deposit within 10 days from the issuance of award of the work/issue of Letter of Intent/ Work Order.
 - Successful bidder fails to commence the work within the stipulated time.
 - The successful bidder refuses/fails to execute the Agreement or furnish the Performance Security/ Guarantee.
 - The Bidder founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with tender.
 - The Bidder founds to be suppressing the information or furnishing wrong or incomplete information.
 - The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP/ tender.
15. The ICAI reserves the right to accept any or reject all the applications without assigning any reasons whatsoever.
16. The amount quoted by the bidder shall be inclusive of visit, transportation, stay, boarding / lodging charges etc.

17. Before submitting Bid, the Bidder is advised to visit the plot at **SURVEY NO.247/2 OF CHITLAPAKKAM VILLAGE, TAMBARAM TALUK, CHENGALPATTU DISTRICT.**
18. 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.
19. The Bid shall be signed by the person(s) on behalf of the organization having necessary Authorization/ Power of Attorney. Each page of the Tender shall be signed (copy of Power of Attorney/ Memorandum of Association/Partnership Deed shall be furnished along with the Bid).
20. 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.
21. Both the forms of Tender (original and duplicate copy) shall contain copies of all the enclosures separately. In case of discrepancy between original & duplicate, the contents of the original shall be treated as correct. The Tender Form issued by the ICAI/ downloaded from the ICAI website only shall be used for signature and submission to the ICAI.
22. While filing up the application with regard to the list of important projects completed or on hand, applicants shall only include those works which individually cost not less than Rs.4.00 Crore.
23. The scale of fees payable for Comprehensive Architectural services shall include all the works i.e. Architectural Cum PMC Services, 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 phased manner etc.
24. The Architect shall visit the site as and when required to inspect and render necessary advice for the ongoing construction works/activities at site.
25. The appointed architect shall, with the prior approval of the ICAI and within the fees payable to them, engage the services of well qualified specialists or consultants pertaining to the following services:
 - Geo-tech
 - Structural
 - Electrical & lifts
 - Air conditioning
 - Green Building
 - Interior
 - Plumbing, sanitary, drainage and water supply etc.
 - All other MEP consultant required for the Project.
26. The bidder shall have registered Head office either at **Chengalpattu District or Kanchipuram district or Chennai District** 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 Architectural services

27. Services to be rendered by the Architect (in brief)

- To take instructions from the ICAI and prepare sketch designs, making revisions till sketch designs are finally approved by the ICAI and making preliminary estimates of cost.
- To submit required drawings to the Statutory Authority/Authorities and obtain all approvals including commencement certificate.
- To engage and instruct consultants.
- To prepare Architectural working drawings, Structural drawings including design and all other drawings for various trades.
- To scrutinize applications for empanelment of contractors, forward recommendations to the ICAI for making a panel of contractors.
- To draw detailed specifications, estimates, draft tender for all Components/parts of Project.
- To submit Assessment Reports on tenders received for various trades along with comparative statements and recommendations for award of work.
- To prepare and supply 6 sets of all drawings for execution.
- To visit the project site as and when required by the ICAI.
- To keep ICAI informed regarding progress of Work in his Office and site as well.
- To submit in detail quantities of Steel, Cement or any other material actually consumed during the construction as & when required by ICAI.
- To submit in detail Comparison Statements, Variation Statements or any other statement required by ICAI along with valid relevant justifications depicting financial and other impacts therein.
- To obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority.
- To submit all Completion Drawings.
- To render assistance to the ICAI for settlement of initial rateable value.
- Any other services connected with the said works usually and normally rendered by the Architects and not referred to in above including complete supervision, administration & management of contract(s) entered into with Contractor(s)/Vendor(s) by ICAI for completion of Project and certification of Bills/payments.
- To Provide Project Management Consultancy for the entire project.
- To Co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project.

28. 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 Bidder and inspect the works executed by them in the past to verify the various claims and the credentials.

29. Decision of the ICAI in regard to selection of the Architect shall be final and binding.

30. Architects shall submit their financial offers/bids in a separate sealed envelope. Selection of Architect for the project will be based on the evaluation criteria fixed by the ICAI.

31. The fee shall be firm and fixed during the period of contract and no escalation in fees shall be allowed.

32. For any queries, the applicants/bidder may contact Chairman, Chengalpattu District Branch of SIRC of ICAI at Mobile: 98401 18712 or 80562 44300 or 044 2239 0098 or e-mail at chengalpattu@icai.org.
33. Pre-bid meeting will be held on **25.04.2022** at **04.00** PM at Flat 402, Natha Kamalam, No 1A, Periyalwar Street, Sundaram Colony, East Tambaram, Chennai 600 059.
34. ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.
35. For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/revised price, if any.

36. REPRESENTATIONS AND WARRANTIES:

The Bidder/ Tenderer Service Provider represent 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 and to carry out the transactions contemplated hereby;
- b) It has taken all necessary corporate and other permits, licenses and 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;
- c) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Tender and ensuing Agreement;
- d) In providing the Services, it shall use reasonable endeavors not to 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 document and as updated is true, accurate and nothing is concealed or suppressed in the Tender document submitted.
- g) The execution, delivery and performance of work under this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or 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/ RFP 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/ RFP or ensuing Agreement;
- i) It has not violated or defaulted 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 and has not been subjected 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 documents;
- l) 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;
- m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for award or promise to award of work under this Tender or for influencing or attempting to influence any person associated with ICAI in any manner whatsoever in connection with this Tender.

37. RETENTION MONEY:

An amount equal to 10% 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 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.

38. PERFORMANCE GUARANTEE:

The successful Bidder shall furnish to ICAI performance guarantee for an amount equivalent to 10% of the contract value in the form of bank guarantee issued by a scheduled Commercial Bank in favor of '*Secretary, The Institute of Chartered Accountants of India, New Delhi*' having validity of 5 years including the defect liability period, within 10 days from the issuance of award of the work/ receipt of the Letter of Intent. On the receipt of Performance Bank Guarantee, EMD will be converted into Security Deposit.

The Performance Bank Guarantee shall be liable to be forfeited by the Institute at its discretion in the event the Architect is deemed to be in default or the event of any breach of contract on the part of the Architect or if the Architect fails to perform or observe any of the conditions of the contract.

The Bank Guarantee shall be valid for the entire period of the contract including defect liability period plus two years. The validity of the bank guarantee should be suitably extended in the event of extension of time of the contract.

In addition to other provisions and conditions mentioned in this Tender, Security Deposit/Performance Guarantee/ Retention Money, shall liable to be forfeited in following conditions also:

- a) The successful Bidder modifies its application price any time after being declared as successful bidder
- b) The successful bidder withdraws its/his/ her offer during the period of agreement.
- c) The successful bidder refuses/fails to execute the Agreement.
- d) The successful bidder fails to perform the work to the satisfaction of the ICAI.
- e) The successful Bidder founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with tender.
- f) The successful Bidder founds to be suppressing the information or furnishing wrong or incomplete information or making false or misleading statements.
- g) The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender.
- h) Contractor fails to make good the deficit of Security Deposit within 10 days of the notice of demand.
- i) Successful Bidder fails to improve its performance to the satisfaction of ICAI within the notice period.

39. 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 of 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. The total amount of such compensation for delay will, however, be limited to a maximum of 10% payable under the contract. This is without prejudice to any other remedy available to the ICAI under the agreement.

40. PENALTY:

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 ICAI, the Architect/ Service provider is liable to pay penalty 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 pursuant to this agreement, reserves its right to forfeit the Performance bank Guarantee towards the penalty for delay in completion of the work.

41. ICAI'S RIGHT TO ACCEPT OR REJECT AN APPLICATION:

- a) ICAI reserves the right to accept or reject any application in whole or in part, or to annul the empanelment process or to reject all applications with or without notice or reasons. ICAI shall bear no liability whatsoever consequent upon such decisions. Conditional applications shall be rejected summarily.
- b) ICAI shall not be obliged to furnish any information / clarification / explanation to the unsuccessful applicants as regards non-acceptance of their applications.

42. AWARDING OF WORK:

The work shall be awarded to the Architect/ Service Provider on the basis of competitive bidding.

43. MANDATORY REQUIREMENT:

1. The Bidder/ Tenderer/ Applicant shall conform to the provisions of Acts of the Legislature relating to the works, and to the Rules, Regulations and bye-laws of any authority, and of any water, lighting and other companies and/or authorities with whose system the structure is proposed to be connected.
2. The Bidder/ Tenderer/ Applicant shall indemnify the ICAI or any agent, servant or employee of the ICAI against any action, claim or proceeding relating to the infringement of any copy or design rights or any alleged patent or design rights and shall defend all actions arising from such claims and pay any royalties, license fees, damages, cost of all and every sort of other charges which may be payable in respect of any articles or material or part thereof legally incurred in respect thereof and included in the contract. In the event of any claim being made or action being brought against the ICAI or any agent, servant or employee of the ICAI in respect of any such matters aforesaid, the Bidder/ Tenderer/ Applicant shall be immediately notified thereof.
3. The Bidder/ Tenderer/ Applicant shall indemnify the ICAI against all claims which may be made upon the ICAI under the Workmen's Compensation Act or any other statutory provisions applicable to the work.
4. The Bidder/ Tenderer/ Applicant shall also be responsible for all bodily injury to persons, animals, or things which may arise due to faulty structural designs, defects or deficiencies thereof. The Bidder/ Tenderer/ Applicant shall indemnify the ICAI and save it harmless in respect of all and any expense arising from and such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government, Legislature or otherwise and also in respect of any Award of Compensation or damage consequent upon such claims.
5. The Bidder/ Tenderer/ Applicant shall be responsible for all structural and other damage to any property which may arise due to faulty structural designs, defects, or deficiencies thereof. This clause shall be deemed to include inter *alia*, any damage to buildings, whatever immediately adjacent or otherwise, and any damage to roads,

streets, footpaths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract by inclemency of weather. The Bidder/ Tenderer/ Applicant shall indemnify the ICAI against all claims which may be made against the ICAI by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence of and in respect of any cost, charge/expense arising out of any claim or proceedings and also in respect of any Award of compensation or damage arising there from and shall reinstate all damage or every sort mentioned in this clause so as to make good or otherwise satisfy all claims arising from damage to the property of third parties.

6. The ICAI with the advice of the Consultant shall be at liberty and is empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such above said claims for damages from any sum or sums due or become due to the Bidder/ Tenderer/ Applicant, for which the ICAI will be the sole deciding authority.

44. NUISANCE:

The Bidder/ Tenderer/ Applicant 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/ Applicant is completely responsible to ensure the safety and convenience of all concerned and at his own cost.

45. SUB – LETTING OF ASSIGNMENTS:

The successful Bidder shall not assign or sub-contract the work to any other person/entity in whole or in part(s), to perform its obligation under the Contract, without the ICAI's prior written consent. Without prejudice to other rights and legal remedies available to ICAI, the violation of this clause would amount to forfeiture of Performance Guarantee/ Security Deposit/ retention money. Besides, ICAI may terminate the contract as provided herein

46. INDEMNITY:

Successful bidder 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 successful bidder.

47. 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 Chengalpattu 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 therefor.

48. JURISDICTION:

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

49. STATUTORY COMPLIANCE:

The successful bidder 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 successful bidder shall also obtain all necessary permissions/ certificates/ NOCs for execution of the work on behalf of ICAI from the statutory/Government bodies.

50. 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.

51. 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.

52. FORCE MAJEURE:

Notwithstanding anything contained in the Tender and ensuing Agreement, the Service Provider 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 Tender and ensuing 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 Service Provider. If a Force Majeure situation arises the Service Provider shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Service Provider 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 forthwith without any notice showing its intent to terminate the Contract.

53. SEVERABILITY CLAUSE:

In the event that any provision of Tender or ensuing Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of Tender or ensuing Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Tender/ 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/ 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.

54. WAIVER:

Any term or condition of this Contract 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 ICAI 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.

No failure to exercise or enforce and no delay in exercising or enforcing on the part of ICAI to the Tender or ensuing Agreement entered thereunder of any right, remedy or provision of Tender or 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.

55. FALL BACK ARRANGEMENTS:

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 by invoking the Bank Guarantee or forfeiting the Security Deposit/ Retention Money.

SECTION - II

ELIGIBILITY CRITERIA

Bids are invited in the prescribed proforma from the Company/Partnership firm/firm/Agency of Architects/practicing Architects and the bidder shall fulfil the following eligibility criteria:

- (i) The Bidder should be registered Members of Council of Architecture, New Delhi India.
- (ii) The bidder should have completed planning and designing of at least three Projects comprising of multi-storied Colleges/ Schools/ Institutional/ Office Buildings preferably for Government/ Semi-Government/ Government of India Undertaking/ Multinational companies, during last 5 years ending 31.03.2021. 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.
- (iii) The Bidder should have proper and qualified supporting staff and infrastructural facilities and experience in the field for not less than 5 years.
- (iv) Architects /Architectural firms Bidders should have its office either at Chengalpattu District, Kanchipuram District or at Chennai District 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.

Bidder should also submit the IT returns from same city for last three years and should have PAN Card issued from same city.

- (v) The Bidder should have minimum experience of execution and completion of 1 (One) Educational or Institutional project of the value more than Rs.8.00 crores or 2 (Two) Educational or Institutional Projects of value more than Rs.5.00 crores each or 3 (Three) Educational/Institutional Projects of value more than Rs.4.00 crores each, during last 5 (Five) years.
- (vi) The Bidder should have minimum average annual turnover of Rs.30,00,000/- in the last 5 (Five) financial years ending **31.03.2021**. The bidder should not have incurred losses 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.]
- (vii) In addition to the above, the following information/documents should also be submitted along with the bid by the Tenderers:
 - 1. Income Tax Returns & GST returns for previous Five financial years starting from 01-04-2016 to 31-3-2021 in original or certified true copies,
 - 2. Copy of Permanent Account Number (**PAN**) for income tax purpose.
 - 3. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed.
 - 4. Registration certificate with the Council of Architecture.
 - 5. GST Registration certificate.
 - 6. Certificate of Incorporation of Company/Partnership firm/firm/Agency.
 - 7. Power of attorney in favour of Partner submitting the tender, in case of

- Partnership firm.
8. Resolution of Board of Directors of the Company, (signed by MD/ Director/ Key Managerial Person/ Officer of the company)
 9. Audited Balance Sheets for the last 5 Financial Years starting from Financial Years 01-04-2016 to 31-03-2021.

(viii) The Tenderer may be disqualified if he has:

- a) Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification and / or made mis-statements or suppressed facts in the documents connected with the Tender.
- b) Record of poor performance such as abandoning the works, not properly completing the project, inordinate delays, poor workmanship or financial failure, etc.
- c) If the Tenderer is overbooked beyond his capacity to execute the work as per required schedules.
- d) Been convicted for any offence by a competent court in/outside India.

SECTION - III

SCHEDULE SCOPE OF WORKS/SERVICES

1. Scope of Services:

- 1.1 The scope of Services to be performed relates to the design, construction and completion of the proposed ICAI Bhawan at **SURVEY NO.247/2 OF CHITLAPAKKAM VILLAGE, TAMBARAM TALUK, CHENGALPATTU DISTRICT as per requirement of ICAI.**
- 1.2 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 Institute / the Project Authority for each of the following components:
 - 1.2.1 Architectural Designs and site development
 - 1.2.2 Civil and Structural Design
 - 1.2.3 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.
 - 1.2.4 Landscape Designs
 - 1.2.5 Interior Designs
 - 1.2.6 Graphic Designs and Signage
 - 1.2.7 Rain Water Harvesting Scheme
 - 1.2.8 Applying and obtaining with various submittals to Statutory/Municipal Authorities at different stages of the project.
 - 1.2.9 Project Management Consultancy

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 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 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 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 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 furniture, 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, Fire-fighting, security and alarm systems, building management services, EPABX 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 applicable 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 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 estimate 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 co-ordinated 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 programme;
- 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.
- 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, .doc, .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 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 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

- 8.1.1.1 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.
- 8.1.1.2 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 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.

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

- 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.

- Progressive bill(s) 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.
- 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 on completion of Defects Liability Period of 12 months.
- For the purpose of evaluating Architectural Services, the cost of the works shall include the final cost of construction including variations of all the works and materials purchased for which the Architect has rendered services but shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities, soil investigation and site survey 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.
- 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.

B. Project Management Consultancy Services:

SNo	Stage of payment	Fees payable
i.	Advance Payment	5% of total fees payable based on preliminary cost estimate
ii.	Equal monthly installment (Assuming 18 months of Construction period)	60% of total fees payable on commencement of work based on preliminary cost estimate. In case extension of work beyond scheduled completion period, the Architect shall be paid amount equated monthly installment till completion installment.
iii.	During Contract Management & Construction Supervision	20% of total fees 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, ensuring 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 (after issue of virtual Completion certificate to all contractors)	5% of total fees payable based on actual cost of project

'Project Cost' shall mean the cost of construction of buildings and all related works/ infrastructure for which design services have been rendered by the Architect taken on the basis 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. Loose Furniture and furnishings, Window / Split ACs, Kitchen equipment, Laboratory equipment etc., for which only layouts, schematics, capacities, connectivity and basic specifications shall be provided by the Architect. But if, any technical service pertaining to aforesaid items during & after installation is provided then the same will be paid in the project cost.
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)

Sl. No.	Criterion	Maximum Marks
A	Organizational and Professional Strength	35
(i)	<p>Period of Architectural Practice* up to the date of issue of EOI. Upto 5 years – Marks 0.5 More than 5 years – Add 0.25 Marks (to above 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>Professional Strength of the Architect who are Principal Owner/Partner of the Applicant firm. 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>Professional strength - Architecture In-house Architects employed with the applicant firm: Architects (with B.Arch. degree or equivalent) Marks 'per employee' on experience*: >15 years: 1.5 marks >7 and upto 15 years: 01 marks >3 and upto 7 years: 0.5 marks IMPORTANT: Architects (with Master 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*: >15 years : 02 marks >7 and upto 15 years: 1.5 marks >3 and upto 7 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)	Project Management Consultants (in house)	5
(v)	<p>Professional Strength – Civil and Structural Engineering 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: >15 years: 01 marks >7 and upto 15 years: 05 marks >3 and upto 7 years: 0.25 marks</p>	5

	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 organizational and professional strength subject to maximum marks allocated.	
(vi)	<p>Professional Human Resource Mechanical Electrical and Plumbing Services</p> <p>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: >15 years: 01 marks >7 and upto 15 years: 05 marks >3 and upto 7 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 organizational and professional strength subject to maximum marks allocated.</p>	5
	<p>IMPORTANT: <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 ONE year 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	Experience of Work	55
(vii)	<p>Teaching/Training/Research/Educational/Institutional building projects that are completed or are nearing completion till the date of issue of EOI shall be considered for evaluation: Marks 'per project' based on project cost: >20 crore project: 5 marks >15 and upto 20 crore project: 4 marks >10 and upto 15 crore project: 3 marks >5 and upto 10 crore project: 2 marks >4 and upto 5 crore project: 1 mark Project of 4 crores or less: 0.5 marks 0.25 Bonus marks will be given for each project done for Educational/Institutional Institutes subject to maximum of 4 bonus Marks</p> <p>IMPORTANT: <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 projects ongoing/completed till the date of issue of EOI: Marks 'per project' based on project cost:</p>	10

	<p>>20 crore project: 5 marks >15 and upto 20 crore project: 4 marks >10 and upto 15 crore project: 3 marks >5 and upto 10 crore project: 2 marks >4 and upto 5 crore project: 1 mark</p> <p>IMPORTANT: <i>Hi-Tech buildings shall mean buildings with Mechanical, Electrical & Plumbing (MEP) component cost equal to or more than 35% of total project cost excluding external development and land cost.</i></p> <p><i>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></p>	
(ix)	<p>Experience in projects completed that have been awarded green certification from GRIHA/LEED till the date of issue of EOI.</p> <p><i>(maximum 2 marks per project subject to maximum of 10 marks)</i></p>	10
(x)	<p>Quality of Designs of Works Completed.</p> <p><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></p>	10
C	FINANCIAL CAPABILITY	10
(xi)	<p>Gross Financial turnover in last five financial years Up to Rs.30.00 Lakhs – Marks 3.0</p> <p>More than Rs.30.00 Lakhs – 1 Marks for every Rs.10.00 Lakhs (or part thereof) subject to limit of maximum marks.</p> <p>IMPORTANT: <i>Audited financial results of all relevant years and summary to be Submitted.</i> <i>Gross Financial turnover shall mean the sum total of the Annual Financial turnovers in last five financial years of the applicant firm.</i> <i>For the purposes of turnover only the 'fee' received on account of Consulting services shall be taken into account.</i></p>	10
	TOTAL A to C	100

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.
- To be eligible for qualifying, the bidder must secure at least 45% marks in aggregate.
- The evaluation should be based on QCBS (Quality Cost Based Selection) Method weightage of 50% to the Technical Score and 50% to the Financial Score as explained below:
 - i. The Evaluation shall be carried out in 2 phases. Phase 1 includes Evaluation of Technical Bids as per existing Eligibility Criteria and assigning Technical Score (Ts) out of 100 marks.
 - ii. The Financial Bids of those Technically Qualified bidders shall be opened and the lowest bidder shall be assigned a score of 100 in the Financial Bid.
 - iii. The Financial Score (Fs) of other (Technically Qualified) Bidders be calculated by following relation:

Fs = 100 X F1/F

Where:

Fs: The Financial score of the Financial Bid being evaluated

F1: The quoted fee of lowest bid

F: The quoted fee in Financial Bid being evaluated
 - iv. Both the Technical Score (Ts) and Financial Score (Fs) shall be added and the Bidder getting Maximum marks in total should be selected to award the work.
- 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.

SECTION VI

Information to Be Furnished By the Applicant

1.	Name, composition and registered office address	Details to be furnished in the Prescribed Proforma (Format 1).
2.	Type of Organization: a) An individual b) A proprietary firm c) A partnership firm d) A Limited Company e) Any other (mention the type)	Attach a separate sheet.
3.	Place and Year of Incorporation	
4.	Organization Chart of Key Personnel	Attach a separate sheet.
5.	Names, qualification and experience of all technical personnel in the firm.	Details to be furnished in the prescribed proforma (Format 2)
6.	Whether registered as a member of Council of Architecture?	State the Registration No. & attach a copy of the certificate
7.	Details of experience as practicing Architects.	Attach a separate sheet
8.	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 (Formats 3A & 3B).
9.	Name and address of the Banker(s) of Architects.	Attach a separate sheet.
10.	Whether in last five years the bidder/ tenderer/ applicant/ firm is involved/has been involved at any time in any Litigations/ arbitrations pertaining to their professional commitments or professional misconduct?	If yes, details to be furnished regarding nature of the complaint, year and outcome of the exercise.
11.	Whether in last five years the bidder/ tenderer/ applicant/ Firm is or has been blacklisted by any Ministry, Govt. Department, Statutory Body, Autonomous Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	
12.	Whether in last five years the bidder/ tenderer/ applicant/ Firm has ever withdrew itself from any Contract awarded to it by any Ministry, Govt. Department, Statutory Body, Autonomous Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	

13.	Whether in last five years the bidder/ tenderer/ applicant/ Firm has ever been subjected to the condition when the Bank Guarantee/ Security Deposit/ Retention Money submitted/ Deposited by it has been forfeited, for whatever be the reasons, by any Ministry, Govt. Department, Statutory Body, Autonomous Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	
14.	Financial standing	Copies of the Income Tax Clearance certificates/ Income 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. Audited Balance Sheets for the relevant Years should also be attached

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: (Company/Partnership firm/firm/Agency/Joint Venture)	
3(a)	Registered Address:	
	PAN Details	
	GST Registration Number	
	Whether Registered under Shops and Establishment Act? If so, the details thereof.	
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.	
	Land Line No.	
5.	Number of years of experience:	
6.	Number of similar eligible works executed during the last five years:	
7.	Names , addresses and titles of Directors or Partners:	
	DIN Number of Directors	
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? If yes, the details thereof.	

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.

Sr. 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, etc.

Signature, date and stamp of the applicant
/Authorized representative

Format 3(A)

List of Important Projects 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

Sr. No	Name and addresses 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.

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

Sr. No.	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

Letter of Application
(On the original letter head of the Applicant)

Date:

To,
The Chairman
Chengalpattu District Branch of SIRC of ICAI
Flat 402, Natha Kamalam, No.1 A, Periyalwar Street,
Sundaram Colony, East Tambaram,
Chennai 600 059.

SUBJECT: TENDER FOR APPOINTMENT OF ARCHITECT FOR COMPREHENSIVE ARCHITECTURAL AND PMC SERVICES FOR ICAI'S PROPOSED INSTITUTIONAL BUILDING AT SURVEY NO.247/2 OF CHITLAPAKKAM VILLAGE, TAMBARAM TALUK, CHENGALPATTU DISTRICT.

Dear Sir,

1. With reference to your Tender Document dated DD-MM-YYYY, I/we, M/s
...having examined the Tender and understood their contents, hereby submit our proposal/ offer our Bid for appointment of Architect for the above cited project, in full conformity with the said Tender. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that the proposal is unconditional and unqualified.
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. We agree to abide by the terms and conditions of this Tender, consisting of this letter, the Proposal, the duly notarized written power of attorney, and all attachments, from the date fixed for submission of Proposals as stipulated in the Tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of the validity period.
5. All information provided in the proposal and in the Appendices, is true and correct and all documents accompanying such proposal are true copies of their respective originals and accept that any misinterpretation contained in it may lead to our disqualification. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall be binding on me/us.
6. I/We shall make available to the ICAI any additional information it may deem necessary or require for supplementing or authenticating the proposal.
7. I/We acknowledge the right of the ICAI to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

8. I/We certify that in the last 3 (Three) years, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
9. I/We understand that ICAI may cancel the Selection Process at any time and that ICAI is neither bound to accept any proposal that it may receive nor to select the Architect, without incurring any liability to the Applicants.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees etc.
11. I/We agree and understand that the bid is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if the Work/ Project is not awarded to me/us or our proposal is not opened or rejected.
12. I/We have studied Tender and all other documents carefully and also surveyed the Project site. I/ We understand that, I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the ICAI or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Work/ Project.
13. I/ We understand that ICAI is not bound to accept any proposal received by it.
14. ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents and information submitted in connection with this application/offer 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 such as the resources, experience and competence of the applicant.
15. ICAI and its authorized representative may contact the following person for information: -

16. This application/ Bid is made/ submitted with full understanding that:
 - (a) Bids of applicants 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
 - Reject or accept any Bid, cancel the appointment process and reject all Bids
17. 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 or canvassing in any form will lead to disqualification.

18. I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

Signature:

Name:

(For and on behalf of _____)

Encl:

1.
2.
3.

ANNEXURE - II

This Agreement is made on this the _____ day of _____ 2022 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, 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'/ 'Service provider'), 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 Plot at survey no.247/2 of Chitlapakkam Village, Tambaram Taluk, Chengalpattu District. (hereinafter referred to as 'said plot of land').
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 Institutional Building (hereinafter called 'Project') 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 proposed project (hereinafter referred to as the said 'work') and has invited open Tender vide tender No. _____ dated _____ published in _____ for 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, General 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 AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. REPRESENTATIONS AND WARRANTIES

The Service Provider 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 Agreement and to carry out the transactions/ activities contemplated hereby;
- b) It has taken all necessary corporate and other approvals, permits and licenses and actions under laws applicable to its business/ services to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- d) In providing the Services, it shall not cause any disruption to ICAI's normal operations
- e) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement 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 on or before the date of this Agreement is true and nothing is concealed or suppressed;

- g) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or 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 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 Agreement;
- i) It has neither violated nor defaulted 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 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 Agreement;
- j) It has complied with Applicable Laws and has not been subjected 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 Agreement;
- k) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services contemplated under the Tender and this Agreement;
- l) 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
- m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for award of the tender and/ or entering into this Agreement or for influencing or attempting to influence any person associated with ICAI in any manner whatsoever in connection therewith.

2. Scope of Work

- 2.1 The scope of Services to be performed relates to the design, construction and completion of the proposed Project in phased manner as per requirement of ICAI.
- 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 Institute / 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 Rain Water 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

3. Preliminary Services: (First Phase)

- 3.1 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.
- 3.2 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.
- 3.3 The Architect shall advise on the need for any special surveys, investigations, model tests or feasibility studies and propose the appropriate action.
- 3.4 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.

3.5 Preliminary Design Phase (Second Phase)

- 3.5.1 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.
- 3.5.2 The Architect shall in consultation with the other professional architects and/or sub-architects, prepare design studies on the Project and submit a preliminary design consisting of scaled drawings and design basis reports for all components of the project for approval by the Institute and/or the Project Authority.
- 3.5.3 The preliminary design shall include
 - 3.5.3.1 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.
 - 3.5.3.2 Proposed concepts for indoor and outdoor landscaping, street furniture, signage etc
 - 3.5.3.3 Proposed structural systems including construction systems and methods

- 3.5.3.4 Schematic layouts of all services and utilities including but not limited to Mechanical, Electrical (both high and low voltage), and Plumbing (MEP), Networking, Fire-fighting, security and alarm systems, building management services, etc.
- 3.6 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.
- 3.7 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.
- 3.8 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 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.
- 5.5 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 estimate 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 co-ordinated 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 programme;
- 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, .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 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.

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

- 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.
- 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.
- 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 on completion of Defects Liability Period of 12 months.
- 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 but shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities, soil investigation and site survey 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.
- 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.

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.

Stage	Particular	Remarks
i	Advance Payment	5% of total fees payable based on preliminary cost
ii	Equal monthly installment	60% of total fees payable on commencement of

	(Assuming 18 months Construction period)	work based on preliminary cost estimate. In case of extension of work beyond scheduled completion.
iii	During Contract Management & Construction Supervision	20% of total fees 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, ensuring 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 project (after issue of virtual Completion certificate to all contractors)

* GST will be paid extra as applicable.

3. REIMBURSABLE EXPENSES

Except the fee payable under the preceding clauses, the ICAI shall not reimburse/pay the Architect on account of any 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 10% of the running account bill will be deducted towards retention money from each progressive bill as per schedule of payment given at Clause 2 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.

5. PERFORMANCE GUARANTEE

- (a) The Architect/ Service Provider has furnished Performance Bank Guarantee No. _____ dated _____ for Rs. (Rs. only), issued by _____ Bank with validity up to _____ in favour of the Secretary, the Institute of Chartered Accountants of India, New Delhi for due performance of its obligations under this contract. In case of extension of contract, the Service Provider agrees to and undertook that he/ it shall renew/ extend the said Bank Guarantee for extended period including defect liability period and validity period. No interest shall be payable on Performance Security.
- (b) The Performance Bank Guarantee 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.

- (c) If the Architect breaches any of its obligation in relation with the time schedule or not completing any of its obligations herein to the satisfaction of the Institute, the Institute shall without prejudice to its rights remedies pursuant to this agreement have the right to forfeit the bank guarantee.
- (d) In addition to other provisions and conditions mentioned herein this Agreement and the Tender, the Security Deposit/Performance Security/ Retention Money shall liable to be forfeited in following conditions also:
 - (i) If the Architect/ Service Provider changes the rates of contract during the contract period
 - (ii) If the Architect/ Service Provider withdraws its/his offer during the period of Agreement/ Contract
 - (iii) If the Architect/ Service Provider refuses/ fails to execute the Agreement within stipulated time.
 - (iv) the Architect/ Service Provider fails to perform the work to the satisfaction of the ICAI.
 - (v) If the Architect/ Service Provider founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with tender culminated into award of contract and this Agreement.
 - (vi) If the Architect/ Service Provider founds to be suppressing the information or furnishing wrong information or providing incomplete information.
 - (vii) If the Architect/ Service Provider fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender/ Agreement.
 - (viii) If the Architect/ Service provider fails to pay Penalty.
 - (ix) The Architect/ Service provider assigns or sub-contracts the work under the contract without the prior written permission of the ICAI
 - (x) If the Architect/Service Provider 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 Service Provider to meet the delivery schedules or variation in the quality of services.
- (e) The Performance Security Deposit will be released upon completion of work awarded under this contract, compliance of terms and condition of this contract and 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.

6. ICAI'S RESPONSIBILITIES

The following shall be the responsibilities of the ICAI:

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

7. ARCHITECT'S ROLE AND RESPONSIBILITIES

- 7.1 The Architect shall keep the ICAI informed about the progress of work in its office.
- 7.2 The Architect shall appoint specialized consultant (s), if necessary.

- 7.3 The Architect shall furnish reports on topographical survey, soil conditions and soil tests etc. as required.
- 7.4 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.
- 7.5 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.
- 7.6 The Architect shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the ICAI.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- D. To Public Authorities (for approval of the scheme)
- As required

8. 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).

9. CONSTRUCTION COST

The construction cost of the Project shall be Rs._____.

10. 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.

11. COPYRIGHT

Copyright of all drawings and designs prepared by the Architect for the project will rest with the ICAI.

12. ALTERATION 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.

13. 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 of 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. The total amount of such compensation for delay will, however, be limited to a maximum of 10% payable under the contract. This is without prejudice to any other remedy available to the ICAI under the agreement.

14. 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 rules, regulations, laws, bye-laws etc. or non-performance or any non-payment by / on behalf of the Architect.

15. PENALTY

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 Institute, the Architect/ Service provider shall pay penalty 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 Performance bank Guarantee towards the penalty for delay in completion of the work.

16. 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.

17. 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.

18. 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.

19. TERM:

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

20. TERMINATION:

The Service Provider shall provide the services as per the Scope of Work and adhere to the delivery schedule as per the Tender document.

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 Service Provider and entrust the work to some other Architect/ Service Provider

- a) The Architect/ Service Provider refuses to provide services which the Service Provider is required to render under the Tender documents and Contract or refuse to render the same within the time or in the manner or otherwise according to the Contract.
- b) The Architect/Service Provider 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 Service Provider to meet the delivery schedules or variation in the quality of services.
- c) The Architect/ service provider closes its business or no longer exists or becomes incapable of or unable to perform the services; dissolution of firm or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the service provider;
- d) The Architect/ Service provider 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 service provider is false;
- f) If the Architect fails to adhere to the time Schedule stipulated in the Tender documents and contract 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 days advance written notice to the service provider and Performance Security Deposit submitted by the service provider shall be forfeited. However, the termination notice may be revoked provided the service provider rectifies the drawbacks/defaults within notice period to the satisfaction of the ICAI. No consequential damages shall be payable to the service provider 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 for any acts of negligence, omissions and commissions 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.

21. 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 Tambaram, Chengalpattu 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.

22. 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 Tambaram, Chengalpattu.

23. FORCE MAJEURE:

Notwithstanding anything contained in the Agreement and Tender document, the Service Provider 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 and Tender document 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 Service Provider. If a *Force Majeure* situation arises the Service Provider shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Service Provider 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 forthwith without any notice showing its intent to terminate the Contract.

24. ASSIGNMENT:

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

25. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement between the two parties concerned .Any previous written or oral agreement relating to this subject matter 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.

26. 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 up on 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:

27. SEVERABILITY CLAUSE:

In the event that any provision of this Agreement is held to be invalid, and if any term, condition, phrase or portion of Tender this Agreement is held 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 basic services to be provided under the Tender and this Agreement.

28. WAIVER:

No failure to exercise or enforce and no delay in exercising or enforcing on the part of ICAI to the Tender/ this Agreement entered thereunder of any right, remedy or provision of Tender/ this 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.

29. FALL BACK ARRANGEMENTS:

In case of breach of terms of the Agreement and tender document committed by the Architect, the ICAI may terminate the contract by giving 30 days' notice and may *inter alia* further award the 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 by invoking the Bank Guarantee, Security Deposit, Retention Money and/ or any amount that is due and payable by ICAI to the defaulting Architect.

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 THE INSTITUTE OF
CHARTERED ACCOUNTANTS OF INDIA
BY

ITS DULY AUTHORISED OFFICIAL IN THE
PRESENCE OF

1)

SIGNED AND DELIVERED
BY THE WITHINNAMED

M/S. _____

IT'S & DULY AUTHORISED
OFFICIAL IN THE PRESENCE OF

1)

PART –II

FINANCIAL BID

(On the Letterhead of the Bidder)

The Applicant is required to submit the financial bid in the following format.

S. No.	Particulars	Fee in % of the Project Cost excluding GST
1.	Architectural Services	
2.	Project Management Consultancy (PMC) Services	

Name:

Date:

Sign:

Address with Phone No and E Mail ID:

Stamp: