

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

(Set up by an Act of Parliament)

TENDER

FOR

**APPOINTMENT OF ARCHITECT / CONSULTANT FOR PROVIDING
COMPREHENSIVE ARCHITECTURAL / CONSULTANCY SERVICES FOR
PROPOSED “REPAIRS & RENOVATION WORKS” AT GUWAHATI BRANCH
(EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B.
ROAD, GUWAHATI-781005, ASSAM**

Cost of Tender Rs. 1,180/- including GST(Non-refundable)

PART – I: TECHNICAL BID

Issued on: 11th September, 2024

Issued by:

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA,
GUWAHATI BRANCH (EIRC),
ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE,
R.G.B. ROAD, GUWAHATI-781005, ASSAM

Issued To:

M/s.....

Address

Contact No.:.....

E-mail ID.....

LAST DATE FOR SUBMISSION OF SEALED TENDERS:

30th September, 2024 up to 03:00 PM

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

Tender Reference No:

Head Office : ICAI Bhawan, Indraprastha Marg, New Delhi - 110 002

Branch Office : GUWAHATI BRANCH (EIRC), ICAI BHAWAN, Manik
Nagar, Bye Lane-2 Right Side, R.G.B. Road, Guwahati-
781005, Assam

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EXPRESSION OF INTEREST (PRESS NOTICE)

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

Head Office : ICAI Bhawan, Indraprastha Marg, New Delhi – 110 002.
Branch Office : GUWAHATI BRANCH (ICAI), ICAI BHAWAN, Manik
Nagar, Bye Lane-2 Right Side, R.G.B. Road, Guwahati-781005

NOTICE INVITING TENDER

ICAI invites unconditional sealed bids, in prescribed format, from eligible, experienced and reputed Architectural firms/Architects for providing comprehensive Architectural and Consultancy services for proposed "Repairs & Renovation Works" at GUWAHATI BRANCH (EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM.

The last date of receipt of duly filled in bids is 30.09.2024 up to 03.00 PM. The detailed terms and conditions for the Tender is available on ICAI website www.icaai.org, www.eirc.icaai.org and www.guwahati-icaai.org and may be collected from GUWAHATI BRANCH (EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM.

Secretary, ICAI

SECTION – I

IMPORTANT INSTRUCTIONS TO APPLICANTS

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

1. ICAI invites unconditional sealed bids, in prescribed format, from eligible, experienced and reputed Architectural firms / Architects for Appointment of Architect for providing comprehensive Architectural and PMC services for proposed „FOR APPOINTMENT OF ARCHITECT/CONSULTANT FOR “**REPAIRS & RENOVATION WORKS**” AT GUWAHATI BRANCH (EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM.
2. The application form, the eligibility criteria and the detailed time schedule is available in the “Tender/EOI” section on ICAI’s web site www.icaai.org, www.eirc.icaai.org and www.guwahati-icaai.org.
3. Intending applicants are required to submit their full bio-data giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, in-house computer aided design facilities etc. in the enclosed Formats. Technical and Financial Bid must be submitted in separate sealed envelopes clearly mentioned as “**Technical Bid**” and “**Financial Bid**” and both the sealed envelopes to be put into another envelope and it should be super scribed as “**Application for Appointment of Consultant for providing comprehensive Consultancy services for proposed “Repairs & Renovation Works”**” and should be sent either by registered post/ speed post / or may be dropped in the tender box placed at **GUWAHATI BRANCH (EIRC)**, ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM.”
4. The duly filled in application in a sealed envelope / cover shall be addressed to Chairman, Infrastructure Committee, Guwahati Branch (EIRC), so as to reach on or before 03:00 Hrs upto 30th day of September, 2024. The same will be opened on 1st day of October, 2024 at 03:00 Hrs, in the presence of applicants or their authorized representative who choose to be present at the venue and time decided for opening of applications.
5. The tender fee is Rs. 1,000/- plus 18% GST (non- refundable) in the form of Demand Draft in favour of “The Secretary, The Institute of Chartered Accountants of India”, payable at New Delhi along with application form. Without application fee, the application will not be considered.
6. The Applicant shall submit its Bid along with EMD of **Rs. 3,000/- (Rupees Three Thousand Only)** in the form of Demand Draft /Pay Order drawn in favour of “The Secretary, The Institute of Chartered Accountants of India”, payable at New Delhi. No interest shall be paid by the ICAI on the EMD. No FDR is permitted. The EMD shall be payable without any condition(s), recourse or reservations.
7. EMD is to be submitted by all Applicants. Bid without EMD shall be rejected.

8. The ICAI reserves the right to accept any or reject all the Bids without assigning any reasons whatsoever.

9. The amount quoted shall be inclusive of visit, transportation, stay, boarding / lodging charges etc. may be required for completion of the proposed Works.

10. Before submitting Bid, the Applicant is advised to visit the **GUWAHATI BRANCH (EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM.**

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 Tender Document, shall stand terminated and the EMD/ Performance Security including any amount due and payable by ICAI shall be forfeited.

12. The Bid not accompanied with EMD as aforesaid shall be rejected forthwith. EMD of the unsuccessful Applicants will be returned within 30 days of award of contract to the successful bidder.

13. Return of EMD to Successful Applicant: In case of successful Applicant, the EMD maybe returned to after Execution of agreement with the selected Consultant.

14. The EMD may be forfeited:

- If the Applicant modifies its application price any time after submission of Bid and after being declared as successful Applicant.
- If the Applicant withdraws its/his offer during the period of tender validity or non-acceptance of Letter of Intent by the successful Applicant.
- If the successful Applicant refuses/fails to execute the agreement within stipulated time.
- If the Applicant founds to be indulged in Canvassing or indulged in fraud, corruption, bid rigging, collusive bidding, Misrepresentation, Mal Practices or any of the corrupt practices in any form in connection with this tender.
- If the Applicant founds to be suppressing the information or furnishing wrong or incomplete information or providing information, which is misleading, false etc. and/or submitting documents which are fabricated or forged.
- If the successful Applicant fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP/ tender or puts any conditions subsequently after awarding of LOI/agreement.

15. The scale of fees payable for the proposed Comprehensive Consultancy services shall include all works i.e. Measurement of repairs/ replacements and renovation with interior and exterior painting required, preparation of BOQ & Estimate, recommending list of makes, finalization of tender document, evaluation of bids and providing justification for selection of contractor and enabling allotment of works according to application received, supervision of works with measurement of works done and certification of contractor bills and such Project management consultancy as required for the above.

16. As time is the essence of a contract, the ability and competence of the applicants render required services within the specified time frame, will be a major factor while deciding the selection of the CONSULTANT. Applicants shall enclose testimonials of having completed similar high value projects of rendering good quality services within time for major public sector undertakings/large industrial establishments.

17. The application shall be signed by the person(s) on behalf of the organization having necessary Authorization/ Power of Attorney to do so. Each page of the application shall be signed (copy of Power of Attorney/ Partnership Deed shall be furnished along with the application/ proforma).

18. 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.

19. Applications containing false and/or incomplete information are liable for rejection. The ICAI shall obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials.

20. Decision of the ICAI in regard to selection of the ARCHITECT/CONSULTANT shall be final. The ICAI is not bound to assign any reasons thereof.

21. Applicants shall submit the Financial Offers/Bids along with application in a separate sealed envelope.

22. While filling up the Tender form with regard to the list of important projects completed or in hand, Applicant shall only include those works which individually costs not less than Rs.1 lakh.

23. The Applicant shall have registered office or one of its offices or agree to set-up on of its offices at **GUWAHATI** or within range of km from site with adequate number of supporting staff at senior and middle level and individual telephone/mobile facility along with all the necessary equipment's required for the smooth functioning of the Comprehensive Architectural /Consultancy services.

24. The selected ARCHITECT/CONSULTANT 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:

- Structural & Civil
- Electrical & Electronic
- Air Conditioning
- Plumbing, Sanitary, drainage and water supply etc.
- All other MEP Consultant required for the project.
- Interiors & Furnishing etc.

25. Services to be rendered by the ARCHITECT/CONSULTANT (in brief).

- (i) To engage and instruct Professionals engaged to render their services for the Project, if any.

- (ii) To scrutinize the applications for empanelment of contractors.
- (iii) To draw detailed specifications, estimates, draft tender for various trades.
- (iv) To submit Assessment Reports on tenders received for various trades along with comparative statements and recommendations for award of work.
- (v) To prepare and supply 6 sets of all drawings for execution.
- (vi) To visit site as and when required by the ICAI.
- (vii) To submit in detail, quantities of steel, iron, and cement or any other material.
- (viii) To obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority, if applicable.
- (ix) To submit Completion Drawings, if applicable.
- (x) To render assistance to the ICAI for settlement of initial rateable value.
- (xi) Any other services connected with the said works usually and normally rendered by the Architect/Consultant and not referred to in above including complete supervision, administration of contract and certification of payments.
- (xii) Project Management, Supervision and certification of the Works on the Site/Project.
- (xiii) Co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project.

26. Bids containing false and/or incomplete information are liable for rejection and forfeiture of EMD. The ICAI may obtain the Confidential Reports from the clients of the Applicant and inspect the works executed by them in the past to verify the various claims and the credentials.

27. The scale of fees payable for Comprehensive Architectural services shall include all the works of Architectural Cum PMC Services w.r.t BOQ, Estimate, Tender Evaluation, Measurement verification, supervision of civil, electrical, plumbing, carpentry, painting, furnishing and other works MEP, Green compliance, Fire safety, Graphic design & Signage including all other Specialized Services/Works required to complete the Project in all respect.

28. REPRESENTATIONS AND WARRANTIES:

The Bidder/ Tenderer represents and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Tender Document/ ensuing Agreement and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender and under ensuing agreement.
- c) The Architect shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- d) In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- f) The information furnished in the Tender documents and as updated is true and accurate in all respects and nothing is suppressed or concealed or misrepresented.
- g) The execution, delivery and performance of Agreement arising out of this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum or Articles of Associations or under any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- h) There are no material civil or criminal actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement;
- i) It has committed no violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement;
- j) It has complied with Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- k) It and its personnel have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.

- l) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise by entering into this Tender or for influencing or attempting to influence any officer or employee of ICAI in connection therewith.
- m) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

29. 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 the Defect Liability Period i.e. 12 months from the date of issue of Final Completion Certificate or two months from the date of latest Rectification of work, whichever is later. No interest shall be payable on this amount.

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

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

30. LIQUIDATED DAMAGES:

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

31. PENALTY:

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

It is clarified that the opinion given, or certifications furnished by the successful bidder are going to be utilized/ relied upon by ICAI. Therefore, the bidders needs to note that in the event its opinion/ certification turns out to be untrue, faulty and factually incorrect or it has been found that the bidder was negligent while rendering the services or it has been found that the bidder had colluded with any other party causing loss (pecuniary or otherwise) to the Institute, the Institute besides fixing responsibility of the bidder, imposing penalty @ 20% of total fee, may also blacklist such bidder's name and may also approach the concerned professional bodies with complaints of professional misconduct, etc. on part of such bidder for suitable action thereon by them. The Institute also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the consultant.

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

- 1/2 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 up to 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 Retention Money towards the penalty for delay in completion of the work.

32. ICAI'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

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

33. AWARDING OF WORK:

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

34. NUISANCE:

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

35. 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 (except Partnership Firms), 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.

36. MANDATORY REQUIREMENT:

- a) The Bidder/ Tenderer shall conform to the provisions of Acts of the Legislature

relating to the works, and to the regulations and byelaws of any authority, as may be applicable in regard to the proposed Project.

b) The Bidder/ Tenderer shall indemnify 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 ICAI or any agent, servant or employee of the ICAI in respect of any such matters aforesaid, the Architect shall immediately notify the facts thereof to ICAI.

c) The Bidder 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 proposed work.

37. SUB – LETTING OF ASSIGNMENTS:

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

38. INTELLECTUAL PROPERTY RIGHT

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

39. INDEMNITY:

The Applicant 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 Applicant.

40. 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 Tender 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 within 1 month from the date on which such dispute arose, 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 **GUWAHATI**, 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.

41. JURISDICTION:

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

42. STATUTORY COMPLIANCE:

The Applicant shall be responsible for complying with all the applicable laws/byelaws/rules/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 Applicant shall also obtain all necessary permissions/certificates/NOCs and approvals for execution of the work on behalf of ICAI from the local authorities/statutory bodies or from the Government bodies.

43. 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.

44. FORCE MAJEURE:

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

Force Majeure inter-alia shall not include

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees.
- b) Any event which a diligent Party could reasonably have been expected to both
 - Take into account at the time of the conclusion of this Agreement, and
 - Avoid or overcome in the carrying out of its obligations hereunder.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Architect/Consultant. If a Force Majeure situation arises, the Architect/Consultant shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Architect/Consultant 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 condition exists for a period more than 15 days, ICAI may terminate the Contract.

45. SEVERABILITY

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

46. WAIVER:

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

47. TRANSITION PLAN:

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

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

48. NON- DISCLOSURE:

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

49. FALL BACK

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

50. SELECTION PROCESS

Stage	Title	Maximum Marks	Remarks / Steps involved
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I	Minimum Eligibility Criteria Check and Technical Evaluation of Bids (Stage-1)	100	<ul style="list-style-type: none"> • All the Bids received would be checked to verify that the Applicant meets the minimum Eligibility Criteria as per Section – II of the Tender Document. • The Bids of Applicants which meets the Minimum Eligibility Criteria will be evaluated as per Evaluation Criteria as per Section – V of Tender Document. • To Qualify in this Stage and become Eligible for Stage – II of Selection Process, the Applicant must secure at least 50 marks (in aggregate) out of 100. • Marks Secured in Stage – I shall be termed as Technical Score (Ts).
II	Financial Bid Score (Stage-2)	100	<ul style="list-style-type: none"> • 100 Marks would be awarded to the Applicant with Lowest Offer. • Marks would be awarded based on reverse Pro-Rata (from L1 to H) out of 100. • Marks secured by the Applicant in Financial Bid will be termed as Financial Score (Fs).

1. 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:

$$Fs = 100 \times F1/F$$

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.

- 2.** The Applicant shall visit the site as and when required to inspect and render necessary advice for the on-going works.
- 3.** Selection of ARCHITECT/CONSULTANT for the project will be based on the evaluation criteria fixed by the ICAI.
- 4.** The fee shall be firm and fixed during the period of contract and no escalation or increase in fees of whatsoever degree or nature shall be allowed.
- 5.** The ICAI reserves the right to accept any or reject all the applications without assigning any reasons whatsoever.
- 6.** Pre-bid meeting will be held at 3:00 P.M on 16.09.2024 at GUWAHATI BRANCH (EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM.
- 7.** For any queries, the applicants may contact GUWAHATI BRANCH (EIRC) at Mobile: +91 7086029280 or e-mail icai.guwahati@gmail.com.

SECTION - II

ELIGIBILITY CRITERIA

Applications are invited in the prescribed proforma from the firms of architects/practicing Architects and the applicant shall fulfill the following eligibility criteria:

1. The Proprietor or any of the Partner(s) or the Managing Director of the Applicant entity should be a Registered Member of the Council of Architecture of India and should have experience in providing Architectural /Consultancy Services for Government Building Construction Projects. Preference will be given to those who have experience in Repairs/ Renovation Projects.
2. The Applicant should have at least 3 years work experience (up to 30th September, 2024) in providing comprehensive Architectural/Consultancy for multi-storied Colleges/ schools/ Institutional/Office Building related works comprising repairs/ redesigning, Interior & Furnishing, designing, including engaging the services of consultants for other connected trades.
3. Minimum experience of providing Architectural/Consultancy Services in execution of One Educational/Institutional/Commercial Building projects of the value of Rs.1,00,00,000/- or Two Educational/Institutional/ Commercial Projects of value more than Rs.75,00,000/- each or Three Educational/Institutional/ Commercial Projects of value more than Rs.40,00,000/- each during last 5 (Five) years is compulsory to participate in this project. Experience in providing Consultancy Services for New Construction or Renovation Works may be considered as per discretion of ICAI.
4. The Applicant should have minimum average annual turnover of Rupees Ten Lakhs in the last 3 (Three) financial years. The Applicant should not have incurred losses in any of the last 3 completed financial years starting from 2020-21. For the purposes of turnover only the 'fee' received on account of Professional Consultancy services shall be taken into account and taxes if any shall be excluded.
5. The Applicant should have proper supporting staff and Infrastructural facilities and experience in the field for not less than 3 years.
6. The Applicant should have its Head Office at **Guwahati** at least since 2020-21.
7. Applicant should have submitted the IT returns and GST returns from the same city for last three years.
8. In addition to the above, the following information/documents should also be submitted along with the bid by the Applicant:
 - (i) Income Tax Returns & GST Returns for the previous Three Financial years starting from FY 2020-21 (self certified true copies).
 - (ii) Copy of Permanent Account Number (PAN) for income tax purpose.
 - (iii) Copy of TDS certificate issued by the clients or Form 26AS downloaded from Income Tax website to substantiate the claim for the value of works executed.
 - (iv) GST Registration Certificate.
 - (v) Certificate of Incorporation of the firm.
 - (vi) In case of partnership, Power of attorney in favour of Partner / Director submitting the tender on the letter head of the firm.
 - (vii) Audited/ Self Certified Balance Sheets for the last 3 financial years starting

from FY 2020-21.

(viii) In case of partnership firm, Latest copy of partnership deed

(ix) Registration certificate with the Council of Architecture.

(x) Declaration I, II, III in the given format.

9. The Tenderer may be disqualified if the Applicant has:

(i) Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification.

(ii) Record of poor performance such as abandoning the works, not properly completing the project, inordinate delays, poor workmanship or financial failure, etc.

(iii) The Tenderer is overbooked beyond his capacity to execute the work as per required schedules.

(iv) Been convicted for any offence by a competent court in/outside India.

10. Mere fulfillment of the minimum eligibility criteria shall not entitle the Firm/Architect to shortlisting. The shortlisting as well as final selection of Architect/Consultant for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous clients/ employers etc.

SECTION – III

SCHEDULE OF SCOPE OF WORK/SERVICES

1. The Scope of Services to be rendered by the „Architect/ Consultant“ to complete the remaining work of Branch building situated at GUWAHATI BRANCH (EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM including but not limited to:

- a. Prepare work requirement and Measurement Sheet to the satisfaction and final approval of ICAI and submit preliminary estimates of cost.
- b. To prepare Tender Documents for appointment of Contractor.
- c. To prepare detailed specifications, estimates, drawings, BOQ, draft tender etc. for various trades.
- d. To submit Assessment Reports on tenders/Bids received for various trades along with comparative statements and recommendations for award of work.
- e. To ensure & comment Qualitative aspects of the works i.e. supervise the Quality of Work and ensure that it is done as per approved specifications and drawings. Report any exceptions and problems, in a timely manner, to ICAI.
- f. To make periodical visits to the project site as per requirements/as decided by ICAI to keep overall check on quality and conformity with drawings and to resolve site problems.
- g. To Verify & Certify the Running Bills and Final Bills received from the contractor(s).
- h. To prepare drawings/sketches required for works including submission of completion /As-built drawings, wherever necessary and required by ICAI.
- i. To suggest various materials required for works including repair and renovation works etc.
- j. Review all Drawings, Details and Documents received from contractors and approve them for execution of Construction / renovation /interior.
- k. Attend to site related problems and offer solution in co-ordination with ICAI andContractors.
- l. Review and approve any New Items/Extra Items or Change in Specifications inconjunction with ICAI & Consultants.
- m. Prepare & provide detailed Rate Analysis as & when required by ICAI.
- n. Issue virtual work completion certificate and verify Final Bill(s) in co-ordination withICAI and Consultants.
- o. Any other consequential, incidental or supplementary work not specifically mentionedbut may be required for completing the project & making it habitable.
- p. In the event of any conflict or inconsistency between the sections as mentioned above,the Institute’s decision shall prevail.

Services to be rendered by the Applicant:

Pre-Works Phase:

- a. Prepare Drawings, Estimates and other relevant documents to renovate the Premises and furnish the balance floors including all the required features to make the complete Building habitable.
- b. Preparation of Tender Documents, Drawings, BOQ for appointment of Contractor.
- c. Evaluation of Bids & Recommendation for appointment of Contractor.
- d. Providing additional Sketches/Drawings, explanation/justifications etc. as required by ICAI.

Works Phase:

- a. Supervision of all the works to be executed by the Contractor including civil, furniture, plumber, etc.
 - The Applicant shall monitor management of manpower, material and financial resources with the assistance of ICAI's authorized official of Works and shall issue sound precautionary warning signals/notices to Contractors.
 - In case of deviation/ambiguity in quality of Works, the Architect/Consultant shall report the same to ICAI in a timely manner.
 - Certifying the Running Account Bills and Final Bills of the Vendor/Contractor with due recommendations preferably within a weeks" time of submission of bill by the firm/vendor/contractor and submit to ICAI for sanction so that the ICAI is able to make payments to the firm/vendor/Contractor within reasonable time.
 - Preparing detailed comparative statement of works carried out with respect to actual sanctioned / awarded quantities with remarks and recommendations to excess and savings of quantities and submits to ICAI along with certified RA Bills.
 - The Architect/Consultant shall attend all the Meetings at site or at venue finalized by ICAI in regard of Project.
 - Any other Service that may be required for completion of the Project but not specifically mentioned herein above.
 - Any other consequential, incidental or supplementary work not specifically mentioned but may be required for completing the project & making it habitable.

2. 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

The payment to the Applicant shall be made as per below mentioned payment Schedule:

S. No.	Mode of Payment		(%) of Total Fees Payable
1	Stage 1	Advance	5 % of the Fee (to be adjusted in Next payment).
2	Stage 2	On approval of Designs and submission of Detailed Estimates	10 % of fee estimate less payment made in stage 1 (payable in two sub-stages as per progress of work).
3	Stage 3	On submission of BOQ & Finalization of Quotation/offer.	15% of fee estimate less payment made in stage 1 and 2 (as per progress of work).
4.	Stage 4	After appointment of Contractor	20% of fee estimate less payment made in stage 1 to 3 (as per progress of work).
5.	Stage 5	Execution of works	90% of fee (Less payments already made in Stages 1 to 4), to be paid on pro-rata basis as per amount of work done by Contractor, Certified and Verified by Consultant.
6.	Stage 6	Verification of Final Bills of all the Vendors including submission of As Built Drawings etc.	95% of fees (Less payments already made in Stages 1 to 5).
7.	Stage 7	After Completion of defect liability Period.	100% of fees (Less payments already made in Stages 1 to 6).

- Payment to the Applicant would be made on stage to stage basis as herein abovementioned. The percentage of the total fee as given above would be calculated on the cost as per the estimates prepared by the Applicant and approved by the ICAI, till the tendered cost is known. As and when the tender cost is known, the payments made to the Applicant based on estimates as aforesaid would be appropriately adjusted.
- Progressive bills (during construction i.e. stage 5) 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 normally settle the Applicant's 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 Services rendered by the Applicant, the cost of the works shall include the final cost of works executed at site including variations of all the works and materials purchased for which the Applicant has rendered services but it shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.
- Obtaining Statutory approvals is included in the fees quoted by Applicant 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. However, any payment is subject to TDS. "**Project Cost**" shall mean the cost (excluding GST) of Renovation, Interiors, construction of buildings and all related

works/ infrastructure for which design services have been rendered by the Applicant taken as least of the following three:

- Detailed estimates of the works designed/given by the Applicant and approved/sanctioned by the Institute.
- Tendered costs of the works designed by the Applicant.
- The actual costs of the works executed on the site and designed by the Applicant.

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

- The cost of land;
- Statutory payments such as fees, development charges, service connection deposits / charges, premiums etc. with any local authority / statutory body / Government;
- Payment on account of arbitration award, if any, Institute's administrative expenses.
- Fees paid/payable by the Institute in terms of this Contract.

SECTION – V

EVALUATION CRITERIA

S. No.	Criterion	Maximum Marks
A	Organizational and Professional Strength	35
(i)	<p>Period of Practice* up to 31st March, 2024. Upto 3 years – Marks 2.0 More than 3 years – Add 0.50 Marks (to above marks) for each year completed above 3 years subject to maximum 5 marks total.</p> <p>* 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/ Consultant.</p>	5
(ii)	<p>Professional Strength of the Applicant who are Principal Owner/Partner of the Applicant firm.</p> <p>Marks to be awarded based on the personal CV demonstrating design innovation, achievements in terms of quality of design works, land mark 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 In-house Professionals employed with the applicant firm: Architects or B. Arch Marks "per Professional" on experience*: >15 years: 10 marks >7 and upto 15 years: 5 marks >3 and upto 7 years: 3 marks IMPORTANT: Architects with Master degree or any other discipline specific qualification relevant to building design and construction shall be awarded additional Marks: Marks „per employee" on experience*: >15 years : 5 marks >7 and upto 15 years: 3 marks >3 and upto 7 years: 2 marks</p> <p>* Experience shall be counted only after the date of declaration of result of the qualifying exam.</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>	15

(iv)	Project Management Consultants (in house)	
(v)	<p>Professional Strength – Civil and Structural Engineering Presence of professionals either in-house or with the lead Applicant associated* with the applicant Civil Engineers (B.E./B.Tech Civil or equivalent) Quantity Surveyors Mark 'per professional' on experience: >15 years : 01 marks >7 and upto 15 years : 0.5 marks >3 and upto 7 years: 0.25 marks 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
(vi)	<p>Professional Human Resource Mechanical Electrical and Plumbing Services Presence of professionals either in-house or with the lead Applicant associated* with the applicant Electrical Engineers (B.E./B.Tech Electrical /Electronic or equivalent) Mechanical Engineers (B.E. / B.Tech Mechanical or equivalent) Quantity Survey or Other Professional / Scientific Staff Mark „per professional“ on experience: >15 years: 01 mark >7 and upto 15 years: 0.5 marks >3 and upto 7 years: 0.25 marks 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: 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 an annexure. Only qualified salaried staff employed for more than ONE year as on 31st January, 2024 shall be considered. Please provide supportive documentary evidence of employment. Principals/Partners will be counted for this purpose.</p>	
B	Experience of Work	50
(vii)	<p>Teaching/Training/Research/Educational/Institutional/Government/Commercial/ building projects that are completed till 31st March, 2024 shall be considered for evaluation: Marks “per project” based on project cost: More than 1 crore project: 5 marks More than/ equal to 0.75 and upto 1 crore project: 4 marks More than/ equal to 0.50 and upto 0.75 crore project: 3 marks More than/ equal to 0.25 and upto 0.50 crore project: 2 marks upto 0.25 crore project: 1 marks</p>	35

	0.25 Bonus marks will be given for each project done for Educational/Institutional Institutes subject to maximum of 4 bonus Marks IMPORTANT: 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.	
(viii)	Quality of Designs of Works Completed. (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)	15
C	FINANCIAL CAPABILITY	15
(ix)	Gross Total of Financial turnover in last three financial years Up to Rs. 10 Lakh – Marks 5.0 More than Rs.10 Lakh – 1 Marks for every Rs.2 Lakh (or part thereof above Rs.1 Lakh) subject to limit of maximum marks. IMPORTANT: Audited/ Self-Certified financials of all relevant years and summary to be Submitted. Gross Total of Financial turnover shall mean the sum of Annual Financial turnovers in last three financial years of the applicant firm. For the purposes of turnover only the „fee“ received on account of consulting services shall be taken into account.	15
	TOTAL A to C	100

Note:

- 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 in Important instructions.
- 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 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 31st March, 2024. shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
- To be eligible for qualifying, the Applicant must secure at least fifty percent marks in

aggregate.

- 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.	Whether individual or a partnership firm with full particulars of the other partners including their names, professional qualifications, age, experience etc.	Attach a separate sheet.
3.	Names, qualification and experience of all technical personnel in the firm.	Details to be furnished in the prescribed Proforma (Format 2)
4.	Whether registered as a member of Council of Architecture or having Degree of B.E. in Civil ?	State the Registration No. & attach a copy of the certificate
5.	Details of experience as practicing Applicant.	Attach a separate sheet
6.	Important large projects executed during last 5 years starting from 2019-20 by the firm together with approximate cost of individual project. The full address of the clients for whom the works have been executed.	Details to be furnished in the prescribed Proforma (Format 3).
7.	Name and address of the Banker(s) of Applicant.	Attach a separate sheet.
8.	Whether in last 10 years the bidder/ tenderer/ applicant/ the firm is involved/ has been involved at any time in any Litigations/ arbitrations pertaining to their professional commitments?	If yes, details to be furnished regarding nature of the complaint, year and outcome of the exercise.
9.	Whether in last 10 years the bidder/ tenderer/ the Firm is or has been blacklisted by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	

10.	Whether in last 10 years the bidder/ tenderer/ applicant/ the Firm has ever withdrew itself from any Contract awarded to it by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	
11.	Whether in last 10 years the bidder/ tenderer/ applicant/ the Firm has ever been subjected to the condition when the Bank Guarantee submitted by it has been forfeited, for whatever be the reasons, by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	
12.	Financial standing	<p>Copies of the Income Tax Clearance certificates/ Income Tax assessment orders along with latest final accounts of the business of the Applicant duly certified by Chartered Accountant/ self should be enclosed in proof of their credit worthiness for the last Five consecutive financial years.</p> <p>Audited Balance Sheets for the relevant Years should also be attached</p>

Name & Signature:

Full address & office
seal:

Date:

Format 1

Composition of the Firm

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

13.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted?	
14.	Whether the Applicant is involved in frequent litigations in the last five years?	

Signature, date and stamp of the Applicant /Authorized representative

Format 2

List of technical personnel

(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

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) Government /Commercial buildings]

DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST THREE YEARS

Sr. No.	Name and address 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

Format 3(C)

(On the Letterhead of the Chartered Accountant)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the **(Name of the firm/Architect)** having its registered office at **(full address)**, has the Annual turnover during last 3 financial years and profit/loss during last 5 Financial years mentioned here as under:

S. NO.	FINANCIAL YEAR	TURNOVER (In Lakhs)	PROFIT/LOSS (In Lakhs)	REMARKS (IF ANY)
2	FY 2020-2021			
3	FY 2021-2022			
4	FY 2022-2023			
5	FY 2023-2024 (Unaudited/ Audited)			
Total				

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

(Signature)

(Name of the Chartered Accountant)

Membership No: _____

UDIN No: _____

Place: _____ Date: _____

Signature, date and stamp of the Applicant /Authorized representative

DECLARATION – I

Declaration of Integrity and No Conflict of Interest (On the Letter Head of the Bidder)

I/ We hereby declare that I/ We shall –

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

Conflict of Interest: -

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

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

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

- a)** Have controlling partners/shareholders in common; or
- b)** Receive or have received any direct or indirect subsidy from any of them.
- c)** Have the same legal representatives for purposes of the Bid; or
- d)** Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or
- e)** The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid: or
- f)** The Bidder or any of its affiliates participated as a consultant in the

preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or

g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e. ICAI as engineer-in-Charge/Consultant for the contract.

For an on behalf of Signature (with Seal)

Name of the Person Designation

Name of the

Person

Designation

Date:

Place:

(Authorised Representative/Signatory)

DECLARATION – II

Declaration by the Bidder regarding Qualifications

(On the Letter Head of the Bidder)

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

I/We hereby declare that:

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

Date:
Place:
Designation Address

(Signature of bidder)
Name

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

The Secretary,

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

Dear Sir,

Sub: Tender for

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

1. That we are not involved in any major litigation that may have an impact on compromising the delivery of services or affect in supplying the manpower services as required under this tender.
2. That we are not blacklisted by any Central/State Government/Public Sector Undertakings / Autonomous Bodies under Central/State Government/Multinational Companies or by any Other Organization during the last 5 years from today.
3. That we are registered with the appropriate Government under The Contract Labour (Regulation and Abolition) Act, 1970 and hold a valid license under the said Act.

(Signature of Authorized Person)Name:

Designation:Date:

Place: Office Seal:

Witness with Signature:

Business Address:

1) Name & Address:

2) Name & Address:

ANNEXURE – I

Letter of Application

(On the original letter head of the Applicant)

Date:

To,

The Chairman,
GUWAHATI BRANCH (EIRC), ICAI
BHAWAN, MANIK NAGAR, BYE
LANE – 2 RIGHT SIDE, R.G.B.
ROAD, GUWAHATI-781005,
ASSAM.

Subject: Tender for appointment of Architect/Consultant for providing Comprehensive Architectural/Consultancy Services for „Renovation/Civil works, Interior & Furnishing works“ at GUWAHATI BRANCH (EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM.

Dear Sir,

1. Being duly authorized to represent and act on behalf of... ..(Hereinafter referred

to as an `Applicant“) and having reviewed and fully understood all the information provided in the Tender document, I/We hereby submit my/our offer to you in accordance with the terms and conditions and within the time mentioned in the Tender documents at the rates quoted by me/us in the Financial Bid duly signed in a sealed cover as required along with Technical Bid for appointment of Architect/Consultant for the above cited project.

2. We have enclosed herewith a Demand Draft for an amount of Rs. 1,180/- inclusive of GST

drawn on _____, in favour of _____ against Application Fee and Demand Draft for an amount of Rs..... drawn on

_____, in favour of _____ against EMD amount.

3. 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 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.

4. ICAI and its authorized representative may contact the following person for information:-

5. This application is made with full understanding that:

(a) Bid by 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 in such event, bids will only be called from pre-qualified Applicants who meet the revised requirements/criteria; and
- Reject or accept any application, cancel the appointment process and reject all applications.

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

Signature:Name:

(For and on behalf of____)

Encl:

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

ANNEXURE – II

List of Works Proposed to be executed

Pre-Works Phase:

- e. Prepare Drawings, Estimates and other relevant documents to renovate the Premises and furnish the balance floors including all the required features to make the complete Building habitable.
- f. Preparation of Tender Documents, Drawings, BOQ for appointment of Contractor.
- g. Evaluation of Bids & Recommendation for appointment of Contractor.
- h. Providing additional Sketches/Drawings, explanation/justifications etc. as required by ICAI.

Works Phase:

- b. Supervision of all the works to be executed by the Contractor including civil, furniture, plumber, etc.
 - The Applicant shall monitor management of manpower, material and financial resources with the assistance of ICAI's authorized official of Works and shall issue sound precautionary warning signals/notices to Contractors.
 - In case of deviation/ambiguity in quality of Works, the Architect/Consultant shall report the same to ICAI in a timely manner.
 - Certifying the Running Account Bills and Final Bills of the Vendor/Contractor with due recommendations preferably within a weeks" time of submission of bill by the firm/vendor/contractor and submit to ICAI for sanction so that the ICAI is able to make payments to the firm/vendor/Contractor within reasonable time.
 - Preparing detailed comparative statement of works carried out with respect to actual sanctioned / awarded quantities with remarks and recommendations to excess and savings of quantities and submits to ICAI along with certified RA Bills.
 - The Architect/Consultant shall attend all the Meetings at site or at venue finalized by ICAI in regard of Project.
 - Any other Service that may be required for completion of the Project but not specifically mentioned herein above.

Any other consequential, incidental or supplementary work not specifically mentioned but may be required for completing the project & making it habitable.

ANNEXURE – III

Format of Agreement

This Agreement is made on this the..... day of 2024 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” or “CLIENT”) which expression shall, wherever the context so admits, mean and include its successors, assignees representatives, administrators, etc. of the **ONE PART**

AND

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

The ICAI and the Architect/Consultant are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS

1. The ICAI is absolute owner and in peaceful possession of an Institutional building known as ICAI BHAWAN, GUWAHATI BRANCH (EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM (hereinafter referred to as „said building“).
2. The Architect/consultant is an individual/ a firm of Professionals Architects/ Company/ LL.P., Engineers & other professionals a firm 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 carry out “Repairs & Renovation Works” in the building (hereinafter called „Project“) and for the purpose desires to appoint the Architect for rendering Comprehensive Architectural/Consultancy Services and Allied service for the completion of the project (hereinafter referred to as the said „work“) and has called for applications for appointment of Architect/Consultant for providing comprehensive Architectural/Consultancy Services in respect of the said project.
4. The Architect/Consultant has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the Qualification

documents provided by ICAI for engagement of Architect/Consultant for providing Comprehensive Architectural/Consultancy 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. The Tender Documents including the Notice Inviting Tender, Instructions to Bidders, 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 shall form an integral part of the contract though separately set out and are included in the expression „Contract“ wherever herein used.

6. 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.

7. ICAI accepted the offer of Architect/Consultant for executing the said work and conveyed its acceptance vide letter no _____, dated _____, at the rate(s) agreed upon the terms and subject to the conditions hereinafter appearing.

NOW, THEREFORE IN CONSIDERATION OF THE RECIPROCAL PROMISES AND OBLIGATIONS AND MUTUAL COVENANTS BETWEEN THE PARTIES BEING RECORDED HEREINAFTER, THE PARTIES HERETO HAVE ENTERED INTO BY AND BETWEEN THEM, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. The following documents attached hereto shall form an integral part of the Contract.
 - a) LoI issued vide letter No. dated
 - b) Discount offered by the Architect vide its Letter No. Dated
 - c) Tender document, including Instructions to Contractors, General Conditions of Contract, Special Conditions of Contract, Scope of Work, Bill of Quantities, Technical Specifications, Agreement Drawings, Appendix, Declarations, Time Schedule of completion, any amendment/ corrigendum/ Clarifications issued in relation thereto, and other documents etc.

2. REPRESENTATIONS AND WARRANTIES

The Bidder/ Tenderer represents and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Tender Document/ ensuing Agreement and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender and under ensuing agreement.
- c) The Architect shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- d) In providing the Services, it shall use reasonable endeavors not cause any

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

3. Scope of Work

To complete the remaining work of Branch building situated at GUWAHATI BRANCH (EIRC), ICAI BHAWAN, MANIK NAGAR, BYE LANE – 2 RIGHT SIDE, R.G.B. ROAD, GUWAHATI-781005, ASSAM including but not limited to:

Services to be rendered by the Architect/Consultant:

Pre-Works Phase:

- i. Prepare Drawings, Estimates and other relevant documents to renovate the Premises and furnish the balance floors including all the required features to make the complete Building habitable.
- j. Preparation of Tender Documents, Drawings, BOQ for appointment of Contractor.
- k. Evaluation of Bids & Recommendation for appointment of Contractor.
- l. Providing additional Sketches/Drawings, explanation/justifications etc. as required by ICAI.

Works Phase:

c. Supervision of all the works to be executed by the Contractor including civil, furniture, plumber, etc.

- The Applicant shall monitor management of manpower, material and financial resources with the assistance of ICAI's authorized official of Works and shall issue sound precautionary warning signals/notices to Contractors.
- In case of deviation/ambiguity in quality of Works, the Architect/Consultant shall report the same to ICAI in a timely manner.
- Certifying the Running Account Bills and Final Bills of the Vendor/Contractor with due recommendations preferably within a week's time of submission of bill by the firm/vendor/contractor and submit to ICAI for sanction so that the ICAI is able to make payments to the firm/vendor/Contractor within reasonable time.
- Preparing detailed comparative statement of works carried out with respect to actual sanctioned / awarded quantities with remarks and recommendations to excess and savings of quantities and submits to ICAI along with certified RA Bills.
- The Architect/Consultant shall attend all the Meetings at site or at venue finalized by ICAI in regard of Project.
- Any other Service that may be required for completion of the Project but not specifically mentioned herein above.

Any other consequential, incidental or supplementary work not specifically mentioned but may be required for completing the project & making it habitable. of quantities and submits to ICAI along with certified RA Bills.

- The Architect/Consultant shall attend all the meetings at site or at venue finalized by ICAI in regard of Project.
 - Any other Service that may be required for completion of the Project but not specifically mentioned herein above.
 - Any other consequential, incidental or supplementary work not specifically mentioned but may be required for completing the project & making it habitable.
4. In the event of any conflict or inconsistency between the sections as mentioned above, the Institute's decision shall prevail.

4. SCALE OF CHARGES AND MODE OF PAYMENT

The payment to the Applicant shall be made as per below mentioned payment Schedule:

S. No.	Mode of Payment		(%) of Total Fees Payable
1	Stage 1	Advance	5 % of the Fee (to be adjusted in Next payment).
2	Stage 2	On approval of Designs and submission of Detailed Estimates	10 % of fee estimate less payment made in stage 1 (payable in two sub-stages as per progress of work).
3	Stage 3	On submission of BOQ & Finalization of Quotation/offer.	15% of fee estimate less payment made in stage 1 and 2 (as per progress of work).
4.	Stage 4	After appointment of Contractor	20% of fee estimate less payment made in stage 1 to 3 (as per progress of work).
5.	Stage 5	Execution of works	90% of fee (Less payments already made in Stages 1 to 4), to be paid on pro-rata basis as per amount of work done by Contractor, Certified and Verified by Consultant.
6.	Stage 6	Verification of Final Bills of all the Vendors including submission of As Built Drawings etc.	95% of fees (Less payments already made in Stages 1 to 5).
7.	Stage 7	After Completion of defect liability Period.	100% of fees (Less payments already made in Stages 1 to 6).

- Payment to the Applicant would be made on stage to stage basis as herein abovementioned. The percentage of the total fee as given above would be calculated on the cost as per the estimates prepared by the Applicant and approved by the ICAI, till the tendered cost is known. As and when the tender cost is known, the payments made to the Applicant based on estimates as aforesaid would be appropriately adjusted.
- Progressive bills (during construction i.e. stage 5) 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 normally settle the Applicant's 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 Services rendered by the Applicant, the cost of the works shall include the final cost of works executed at site including variations of all the works and materials purchased for which the Applicant has rendered services but it shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.
- Obtaining Statutory approvals is included in the fees quoted by Applicant 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. However, any payment is subject to TDS. "**Project Cost**" shall mean the cost (excluding GST) of Renovation, Interiors, construction of buildings and all related works/ infrastructure for which design services have been rendered by the Applicant taken as least of the following three:
- Detailed estimates of the works designed/given by the Applicant and approved/sanctioned by the Institute.

- Tendered costs of the works designed by the Applicant.
- The actual costs of the works executed on the site and designed by the Applicant.

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

- The cost of land;
- Statutory payments such as fees, development charges, service connection deposits /charges, premiums etc. with any local authority / statutory body / Government;
- Payment on account of arbitration award, if any, Institute's administrative expenses.
- Fees paid/payable by the Institute in terms of this Contract.
- The ICAI will settle Architect/Consultant's Bill 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 Architect/Consultant's Bill, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Architect/Consultant has rendered services including soil investigation and site survey but shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.

5. REIMBURSABLE EXPENSES:

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

6. 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 the Defect Liability Period of issue of Final Completion Certificate or two months from the date of latest Rectification of work, whichever is later. No interest shall be payable on this amount.

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

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

7. ICAI'S RESPONSIBILITIES

The following shall be the responsibilities of the ICAI:

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

8. ARCHITECT'S ROLE AND RESPONSIBILITIES

- 6.1 The Architect/Consultant shall keep the ICAI informed about the progress of work in its office.
- 6.2 The Architect/Consultant shall appoint specialized sub-consultant (s), if necessary.
- 6.3 The Architect/Consultant shall be responsible for the direction and integration of the Architects/Consultants, and shall be fully responsible for the calculations, the design and periodic inspection and evaluation of the work entrusted to them.
- 6.4 The Architect/Consultant shall advise the ICAI on the time schedule (Bar Chart/PERT/CPM Network) prepared by the contractors for the completion of work, if required.

6.5 The Architect/Consultant shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the ICAI.

6.6 Any professional services to be rendered by the Architect/Consultant at the instance of the ICAI after the agreed project completion period shall be compensated for on mutually agreed terms.

6.7 The Architect/Consultant shall exercise all reasonable skill, care and diligence in the discharge of its duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.

6.8 The liability of Architect/Consultant for his failure to exercise all reasonable skill care and diligence in the discharge of his duties shall be limited to 3 years after virtual completion of the works.

6.9 The Architect/Consultant 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/Consultant.

6.10 The Architect/Consultant shall obtain all the necessary statutory approvals from the concerned authorities, if any. In case, any liability or damage is caused to the ICAI for not obtaining the required approvals by the Architect/Consultant, the same shall be borne by the Architect/Consultant.

6.11 The Architect/Consultant shall supply minimum 2 sets of all estimates, plans, drawings and documents free of cost.

9. SCHEDULE OF COMPLETION OF WORK

The Architect/Consultant 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).

1. CONSTRUCTION/ REPAIRING COST

The construction/ Repairing cost of the Project shall be between Rs.50,00,000/- to Rs.60,00,000/- excluding GST.

2. USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS

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

3. INTELLECTUAL PROPERTY RIGHT

Intellectual Property Right /copyright of all drawings and designs prepared by the Architect/Consultant for the project will rest with the ICAI.

4. ALTERNATION IN SCOPE OF WORK AND CHANGE ORDER CALCULATION

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

5. LIQUIDATED DAMAGES

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

6. INDEMNITY

That the Architect/Consultant shall keep ICAI indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by ICAI by reason of any default or breach or lapse or negligence or

non-observance of any law or non-performance on behalf of the Architect/Consultant.

7. PENALTY

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

It is clarified that the opinion given, or certifications furnished by the successful bidder are going to be utilized/ relied upon by ICAI. Therefore, the bidder needs to note that in the event its opinion/ certification turns out to be untrue, faulty and factually incorrect or it has been found that the bidder was negligent while rendering the services or it has been found that the bidder had colluded with any other party causing loss (pecuniary or otherwise) to the Institute, the Institute besides fixing responsibility of the bidder, imposing penalty @ 20% of total fee, may also blacklist such bidder's name and may also approach the concerned professional bodies with complaints of professional misconduct, etc. on part of such bidder for suitable action thereon by them. The Institute also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the consultant.

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

- $\frac{1}{2}$ 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 up to 14 days.
- 2 percent of total value of contract, for each day of delay in case of goods/services expected to be delivered beyond 14 days.

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

8. 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/Consultant 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.

9. 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.

10. 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.

11. TERM

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

12. TERMINATION

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

Without prejudice to any other rights or remedy available to ICAI, the ICAI may terminate the contract, at its option in whole or in part in case of any of the following violations by the Architect and entrust the work to some other Architect, in case:

- a) The Architect refuses to provide services which the Architect is required to render under the Contract or refuse to render the same within the time or in the manner or otherwise according to the Contract.
- b) The Architect provides the services which are of sub-standard quality and /or not as per the original contract; unsatisfactory service or failure on the part of the Architect to meet the delivery schedules or variation in the quality of services.
- c) The Architect closes its business or die or becomes incapable of or unable to perform the Contract; dissolution of firm or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Architect;

- d) The Architect assigns or sub-lets the work under the contract without the prior written permission of the ICAI;
- e) If at any time, it is found that any of the information/document provided by the Architect is false;
- f) If the Architect fails to adhere to the time Schedule stipulated herein or the extended time which may be granted by the ICAI in its sole discretion.
- g) In case there is any change in the constitution of the firm of the Architect for any reason whatsoever

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

Either party may terminate the contract by giving 30(Thirty)days" advance written notice without assigning reason subject to completion of awarded dispatch orders.

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

13. 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 within a period of 1 month from the date on which such dispute arose, 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 **GUWAHATI** 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.

14. JURISDICTION

Subject to the arbitration agreement contained herein above, any dispute between the parties arising out of this agreement shall be subject to the jurisdiction of the Courts at GUWAHATI

15. FORCE MAJEURE

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

Force Majeure inter alia shall not include

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

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

16. ASSIGNMENT

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

17. ENTIRE AGREEMENT

This agreement contains the entire agreement between the two parties concerned. Any previous written or oral agreement relating to this subject matter except Tender Document and LOI/Work Order 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.

18. NOTICE

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

The designated correspondence addresses of the Parties are:

For ICAI:

For Architect/Consultant:

19. SEVERABILITY CLAUSE

In the event that any provision of this Tender/ ensuing agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Tender/ 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.

20. WAIVER:

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

21. TRANSITION PLAN:

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

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

22. NON- DISCLOSURE:

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

23. FALL BACK ARRANGEMENTS:

In case of breach of terms of the Tender/ ensuing 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 forfeiting the Retention Money including any amount due and payable by ICAI.

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 ARCHITECT IN NAMED
M/S. _____ ITS DULY AUTHORISED
OFFICIAL
IN THE PRESENCE OF 2)

Part -II

FINANCIAL BID

(On the Letterhead of the Applicant)

The Applicant is required to submit the financial bid in the following format. The rates quoted by the applicant shall be excluding of GST as applicable.

S. No.	Particulars	Fee in % + GST thereon to be mentioned separately (The fee should be quoted on the Project Cost exclusive of GST).
1.	Consultancy Services for “Repairs & Renovation Works” at GUWAHATI BRANCH (EIRC), ICAI Bhawan, Manik Nagar, Bye Lane –2 Right Side, R.G.B. Road, Guwahati-781005, Assam	
	GST	
	Grand Total	

Name:

Date:

Sign:

Address with Phone No and E Mail ID:Stamp: