



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)**  
(Setup by an Act of Parliament)

**TENDER**

**FOR**

**APPOINTMENT OF ARCHITECT FOR PROVIDING ARCHITECTURAL AND PMC SERVICES FOR RENOVATION WORKS OF EIRC SECRETARIAT ROOM AT THE INSTITUTE OF CHARTERED ACCOUNTANTS – EASTERN INDIA REGIONAL COUNCIL, ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA-700071.**

**PART – I: TECHNICAL BID**

**Submitted by-**

**M/s.** : \_\_\_\_\_

**Address** : .....

**Address for Communication**

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**LAST DATE FOR SUBMISSION OF SEALED TENDERS : 24/04/2025 up to 5pm**

## I N D E X

### **TECHNICAL BID/ OFFER – PART I**

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## **EXPRESSION OF INTEREST (PRESS NOTICE)**



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

**(Setup by an Act of Parliament)**

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

**Eastern Regional Council office :** ICAI BHAWAN, 7 Russel Street, Kolkata-  
700071.

### **NOTICE TENDERS INVITING**

ICAI invites unconditional sealed bids, in prescribed format, from experienced, eligible and reputed Architectural firms/Consultants for Appointment of Architect/Consultant for providing Architectural and PMC services for renovation works of EIRC Secretariat at ICAI Bhawan, 7, Russel street, Kolkata 700071.

The Tender along with detailed terms and conditions are available separately at ICAI's website : [www.icai.org](http://www.icai.org) and [www.eirc-icai.org](http://www.eirc-icai.org)

The last date of receipt of duly filled in bid is 24/04/2025 up to 5.00 pm.

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/ CONSULTANTS FOR PROVIDING ARCHITECTURAL AND PMC SERVICES FOR RENOVATION OF EIRC SECRETERIAT ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA 700071**”

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.icai.org](http://www.icai.org) and [www.eirc-icai.org](http://www.eirc-icai.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 “**TENDER FOR APPOINTMENT OF ARCHITECT/ CONSULTANTS FOR PROVIDING ARCHITECTURAL AND PMC SERVICES FOR RENOVATION WORKS OF EASTERN INDIA REGIONAL COUNCIL (EIRC) SECRETERIAT, ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA 700071**” addressed to “**The Secretary, Institute of Chartered Accountants of India**” and sent at the address given below either by registered post/speed post / or maybe dropped in the designated tender box placed at **ICAI Bhawan, 7 Russel Street, Kolkata-700071** so as to reach **on or before 24.04.2025**.

4. The duly filled in application in a sealed envelope / cover shall be addressed to Chairman EIRC, so as to reach on or before 05.00 PM Hrs upto 24th day of April, 2025. The same will be opened on 28<sup>th</sup> day of April 2025 at 03.00 PM 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 Kolkata 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. 50,000/- (Rupees fifty 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. **EMD should not be predated to the date of publication of the Tender.** Bid without EMD shall be rejected.

8. ICAI reserves the right to accept any or reject all 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 **Eastern India Regional Council, ICAI Bhawan, 7, Russel Street, Kolkata-700071.**

11. Joint Venture, consortia of firms, / companies and LLPs 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, Company, LLP 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 may be 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 one of its offices at **Kolkata** or within range of 50 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 rate able 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 or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time.
- 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 and/ or submitting documents which are fabricated or forged.
- 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.
- j) The Architect refuses or fails to execute the Work awarded to him as per the agreed timelines for various stages in the said work.
- k) If the Architect violates any of the applicable laws including rules, regulations, notifications, orders, directions, guidelines, Acts etc.
- l) If any amount which ICAI becomes liable to pay to the Govt/ third party on behalf of any default of the Architect or any of his personnel/agents.

### 30. LIQUIDATED DAMAGES:

If the performance of work/services is delayed beyond time schedule due to reasons attributed to the Architect, the Architect shall pay the liquidated damages to ICAI for delay but not by way of penalty to the ICAI, an amount calculated at the rate of  $\frac{1}{4}$  % 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. The total amount of such compensation for delay will, however, be limited to a maximum of 10% payable under the contract. This is without prejudice to any other remedy available to the ICAI under the 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 @ 5% 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.

In addition to the Liquidated damages, 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 shall be levied a penalty as under;

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

### 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 there under, 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 **KOLKATA**, 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/or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at **KOLKATA** only.

42. BLACKLISTING:

A. If the bidder registered with the body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) claiming concessional benefits is awarded work by ICAI and subsequently it denies accepting the LoI/ work Order or fails to obey any contractual obligations it will be blacklisted and debarred from any further work or contract by ICAI for a period of 5 years from the date of such blacklisting or debarment.

B. Further, in addition to any other remedy whatsoever available with ICAI, if a bidder indulges in any of the following act or violations it shall be a ground for blacklisting / debarring by ICAI:

- i) The Directors, Proprietors, Partners, Employee(s) or owner of bidder have been either jointly or severally been found guilty of malpractices such as fraud including but not limited to submission of Bids that contain false information, fake or forged documents, certificates, guarantees, substitution of bid document, concealment of such information in the Bid with an intent to influence the outcome of eligibility screening or at any other stage of the public bidding in his favor, etc.
- ii) If the bidder is found to be involved in cartel formation during bidding against any of the tender/ RFP of the ICAI.
- iii) Bidder who's business dealings have been debarred or blacklisted by any Central or State Government Ministry, Department, Organization, PSUs, Utilities etc. and is still in force as on the date of opening of tender.
- iv) Bidder who is found to have been in default in paying any dues resulting in incurring financial loss to ICAI by virtue of an order and / or direction of any Statutory Authority or Court or Arbitration, etc
- v) Bidder against whom an enquiry is conducted by CBI or Enforcement Directorate or Police or any other investigating Agency and recommended for suspension.
- vi) If ICAI finds any offence of moral turpitude committed by the bidder.
- vii) Unauthorized use of one's name or using the name of another entity / person for purpose of public bidding.
- viii) Making false allegations against ICAI officials or other bidders of the tender with an intent to influence the outcome of public bidding in his favor.
- ix) Withdrawal of a bid, or refusal to accept an award, or enter into contract, after a bidder has been adjudged as successful bidder.
- x) Refusal to clarify or validate in writing its Bid during post qualification stage within the prescribed time from receipt of the request for clarification.
- xi) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- xii) All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to:
  - a) a bidder not complying with the requirements during bid evaluation,
  - b) bidder habitually withdrawing from bidding or submitting letters of non-participation for at least three (3) times within a year, except for valid reasons.
- xiii) If it is found that agency has attempted some irregular / illegal activities to gain the order.
- xiv) Failure of the agency, due solely to his fault or negligence, to mobilize and start work or poor performance within the specified period as informed or quality of materials and workmanship not complying with the approved specifications.
- xv) Refusal or failure of the agency to furnish the required Performance Security within the specified period.
- xvi) Failure by the agency to comply with its contractual obligations fully and faithfully, or failure by the agency to comply with any written lawful instruction pursuant to the implementation of the contract.
- xvii) Assignment and subletting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval of ICAI.
- xviii) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract.
- xix) For the procurement of material services, unsatisfactory progress in the delivery of services by the service provider or its authorized representative arising from his fault or

negligence and/or unsatisfactory or inferior quality of work, as may be provided in the contract.

xx) For the procurement of consultancy services, poor performance by the consultant of his services arising from his fault or negligence.

xxi) Failure to supply or replace the faulty material within contractual delivery period.

xxii) Willful or deliberate abandonment or non-performance of the project or contract by the agency resulting to substantial breach thereof without lawful and/or just cause.

xxiii) Submission of fake documents, bills for payment, committing fraud etc.

In all above cases, in addition to the blacklisting / debarring of the vendor, service provider, supplier etc, the performance security furnished by the agency along with any amount due and payable by ICAI shall also be forfeited. Additional recoveries, if any, shall be made from payments due to the supplier against concerned order or any other order issued by ICAI.

C. Without prejudices to the other rights, the ICAI reserves the right to blacklist the Housekeeping Agency in case the Housekeeping Agency commits breach of any terms and conditions of the contract and such blacklisting shall be for the period as decided by the ICAI.

#### 43. STATUTORY COMPLIANCE:

The Applicant shall be responsible for complying with all the applicable laws/bye laws/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.

#### 44. 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.

#### 45. 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 conditions exists for a period more than 15 days, ICAI may terminate the Contract.

#### 46. 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.

#### 47. 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.

48. 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.

49. 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 publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of ICAI. The Architect/ Firm shall indemnify ICAI for any loss suffered by ICAI as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Architect and ICAI shall be entitled to claim damages and pursue legal remedies. The Architect/Firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non- disclosure of confidential information under this agreement are fully satisfied. The Architect's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement for whatever reason.

50. 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.

51. SELECTION PROCESS

<b>Stage</b>	<b>Title</b>	<b>Maximum Marks</b>	<b>Remarks / Steps involved</b>
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I	Minimum Eligibility Criteria Check and Technical Evaluation of Bids (Stage-1)	100	<ul style="list-style-type: none"> <li>All the Bids received would be checked to verify that the Applicant meets the minimum Eligibility Criteria as per Section – II of the Tender Document.</li> <li>The Bids of Applicants which meets the Minimum Eligibility Criteria will be evaluated as per Evaluation Criteria as per Section – V of Tender Document.</li> <li>To Qualify in this Stage and become Eligible for Stage – II of Selection Process, the Applicant must secure at least 50 marks (in aggregate) out of 100.</li> <li>Marks Secured in Stage – I shall be termed as Technical Score (Ts).</li> </ul>															
II	Design Competition (Stage-2)	100	<ul style="list-style-type: none"> <li>The Applicant who have qualified in Stage – I would be informed to present their Designs before ICAI Panel and submitting their Financial Offer/Bid for the Work.</li> <li>The Date, Time &amp; Venue of presenting Designs for proposed Building would be communicated to the Applicant.</li> <li>ICAI Panel would award Marks to the Applicant based upon their presented Design for proposed Building on following parameters:</li> </ul> <table border="1" data-bbox="770 1400 1434 1989"> <thead> <tr> <th data-bbox="770 1400 869 1467">S. No</th> <th data-bbox="869 1400 1326 1467">Description</th> <th data-bbox="1326 1400 1434 1467">Maximum Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="770 1467 869 1592">1</td> <td data-bbox="869 1467 1326 1592">General design concept for the proposed work covering Aesthetic features, 3D view, indicating finishing, Other amenities, etc.,</td> <td data-bbox="1326 1467 1434 1592">25</td> </tr> <tr> <td data-bbox="770 1592 869 1718">2</td> <td data-bbox="869 1592 1326 1718">Effective space utilization (layout plan) &amp; Economical Design along with Estimated Cost /per sqm cost of the proposed scheme.</td> <td data-bbox="1326 1592 1434 1718">25</td> </tr> <tr> <td data-bbox="770 1718 869 1807">3</td> <td data-bbox="869 1718 1326 1807">Incorporation of Ethos of organization in the design of the proposed scheme</td> <td data-bbox="1326 1718 1434 1807">10</td> </tr> <tr> <td data-bbox="770 1807 869 1989">4</td> <td data-bbox="869 1807 1326 1989">Incorporation of Energy Saving and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials for the proposed scheme</td> <td data-bbox="1326 1807 1434 1989">10</td> </tr> </tbody> </table>	S. No	Description	Maximum Marks	1	General design concept for the proposed work covering Aesthetic features, 3D view, indicating finishing, Other amenities, etc.,	25	2	Effective space utilization (layout plan) & Economical Design along with Estimated Cost /per sqm cost of the proposed scheme.	25	3	Incorporation of Ethos of organization in the design of the proposed scheme	10	4	Incorporation of Energy Saving and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials for the proposed scheme	10
S. No	Description	Maximum Marks																
1	General design concept for the proposed work covering Aesthetic features, 3D view, indicating finishing, Other amenities, etc.,	25																
2	Effective space utilization (layout plan) & Economical Design along with Estimated Cost /per sqm cost of the proposed scheme.	25																
3	Incorporation of Ethos of organization in the design of the proposed scheme	10																
4	Incorporation of Energy Saving and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials for the proposed scheme	10																

			5	Design Innovation, State of the Art technology, Architectural features used in the proposed scheme for Office Space and its aligned spaces etc.	10
			6	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members.	20
			<b>Total</b>		<b>100</b>
			<ul style="list-style-type: none"> <li>The Marks secured by the Applicant in Design Stage shall be termed as Design Score (Ds).</li> </ul>		
III	Financial Bid Score (Stage-2)	100	<ul style="list-style-type: none"> <li>The Financial Bids of Applicant who have appeared in the Stage – II (Design Competition) only would be opened.</li> <li>100 Marks would be awarded to the Applicant with Lowest Offer.</li> <li>Marks would be awarded based on reverse Pro-Rata (from L1 to H) out of 100.</li> <li>Marks secured by the Applicant in Financial Bid will be termed as Financial Score (Fs).</li> </ul>		

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

### Stage Weightage

Stage I : Technical Score (Ts) 30%

Stage II: Design Score (Ds) 40%

Stage III: Financial Score (Fs) 30%

2. The Design Basis shall be as under:

Particular	Remarks
Area of Floor	2000 Sqft. Approx.
Location of plot	ICAI Bhawan,7,Russell Street, Kolkata-700071, West Bengal.
Type of Renovation Proposed	Office space for Secreteriat

The Comprehensive Architectural & PMC Services related to Repair/ Renovations related to EIRC SECRETERIAT Interiors shall include wall panelling, firefighting, telecommunication, false Ceiling, replacements of existing lighting, electrical wiring, sound system, chairs, dais, windows, doors, fittings etc., painting, upgradation of utilities services etc. along with other civil repairs (i.e. water proofing repairs, plaster work, Plumbing, Fabrication Work etc.)

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 14/04/2025 at ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA 700071.
7. For any queries, the Bidders may contact Ms. Anindia Kundu (at.: 30840285, 30840271 or e-mail at eirc.idckol@icai.in

## 52. TERM

If not earlier terminated or otherwise, the contract shall be co-terminus with the completion of the Project.

## 53. 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 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.

#### 54. CONSEQUENCES UPON TERMINATION

- i. In the event of termination of contract, for any reason whatsoever, no liability whatsoever shall exist on the part of ICAI on account of the termination of the contract.
- ii. Upon termination of the Contract for whatsoever reason, the Architect shall handover the clean, peaceful and vacant possession of the site to ICAI. Any amount or money i.e. advance already given to the Architect in whatever respect by the ICAI and the same has not been utilized for the purpose, would also need to be returned to the ICAI.
- iii. Further, any drawing, unused material, articles etc. in whatever form shall also be returned to the ICAI with unfettered right of ICAI to use it in its original form or modified form or in any other form whatsoever. It is specifically clarified that any completed work (whether fully or partially), material etc. shall be the property of ICAI, all its rights shall vest in the ICAI and the Contractor have no right on such work, material etc.

## 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 5 years work experience (up to 31<sup>st</sup> march, 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.1,50,00,000/- or Two Educational/Institutional/ Commercial Projects of value more than Rs.1,20,00,000/- each or Three Educational/Institutional/ Commercial Projects of value more than Rs.1,00,00,000/- 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 50 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 2021-22. 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 shall have registered office or agree to set-up on of its offices at **Kolkata** or within range of 50 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.
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 2021-22 (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/ Direct or 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 2021-22.
- (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.

The Tenderer may be disqualified if the Applicant has:

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

9. 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

#### Scope of Services:

The scope of Services to be performed by the selected Architect relating to the **PROVIDING ARCHITECTURAL AND PMC SERVICES FOR RENOVATION WORKS OF OFFICE SPACE EIRC SECRETERAT OF ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA 700071** as mentioned under:

Particular	Remarks
Area of Floor	2000 Sqft. Approx.
Location of plot	ICAI Bhawan,7,Russell Street, Kolkata-700071, West Bengal.
Type of Renovation Proposed	Office space for Secretariat

**1** The Comprehensive Architectural & PMC Services related to Repair/ Renovations related to EIRC SECRETERAT Interiors shall include wall panelling, firefighting, telecommunication, false Ceiling, replacements of existing lighting, electrical wiring, sound system, chairs, dais, windows, doors, fittings etc., painting, upgradation of utilities services etc. along with other civil repairs (i.e. water proofing repairs, plaster work, Plumbing, Fabrication Work etc.)

#### **2 Preliminary Services:**

2.1 The Architect/Interior Designer shall take the Institute/Project Authority's instructions as to the Institute's requirements and brief, assessing them, giving advice and rendering desired services for the successful completion of the Project.

2.2 The Architect/Interior Designer shall examine the Site and its surroundings including the constraints thereof and advise the Institute and/or the Project Authority on the possible solutions thereto.

2.3 The Architect/Interior Designer shall advise on the need for any special surveys, investigations, model tests or feasibility studies and propose the appropriate action.

2.4 The Architect/Interior Designer shall carry out such studies as may be necessary pursuant to the Institute's requirements, reviewing the Institute's requirements and submitting applications and obtaining planning permissions and building approvals from the relevant authorities and to comply with other requirements.

#### **3 Preliminary Design Phase:**

3.1 The Architect/Interior Designer shall consult with the Institute and/or the Project Authority to :-

- (i) Establish the design criteria, parameters and basic considerations with respect to the general image, elegant look and character desirable for the Project and
- (ii) Ascertain accurately the requirements of the Project, including timescale and any financial limits, submittal dates and project phasing or schedule in relation to the Project.

3.2 The Architect/Interior Designer shall in consultation with the other professional architects

and/or sub-architects, prepare design studies on the Project and submit a preliminary designs consisting of scaled drawings and design basis reports for all components of the project for approval by the Institute and/or the Project Authority.

### 3.3 The preliminary design shall include:

3.3.1 The Architectural and interior design concept, furniture layout, selection of loose furniture, finishes, colour scheme, light fixtures, electric and other points of office use reflected ceiling plan design intent and perspective sketches.

3.3.2 Proposed concepts for indoor and outdoor landscaping, street furnishing, signage etc.

3.3.3 Proposed structural systems including construction systems and methods.

3.3.4 Schematic layouts of all services and utilities including but not limited to Mechanical, Electrical (both high and low voltage), and Plumbing (MEP), Networking, Firefighting, security and alarm systems, building management services, etc.

3.3.5 The design shall include provisions with respect to special facilities for the differentially abled people such as lifts, washroom, ramp on the ground floor at the entry etc.

3.4 The Architect/Interior Designer shall prepare the preliminary sketch designs to interpret the design brief and shall prepare preliminary estimates of the probable construction costs based on current area, volume or other unit costs.

3.5 The Architect/Interior Designer shall prepare all necessary drawings and finishes schedules and other details as required for preparation of preliminary estimates and in consultation with the quantity surveyor prepare and submit to the Institute and/or the Project Authority for approval of preliminary cost estimate of the Project.

3.6 Upon obtaining the approval of the Institute and/or the Project Authority for the said preliminary design and the said preliminary cost estimate, the Architect shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed with the Works.

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

4.1 In case any statutory approvals are required for development of buildings, the Architect will prepare specific drawings and documents and other application materials and submit the same to the relevant authorities for the purpose of securing the outline planning approval and planning guidelines for the Project. The Architect shall ensure that all designs and drawings comply with the statutory provisions. The Architect shall coordinate and provide in soft copy editable format like .dwg, .docx, .xls or any other format as required of all the basic drawings, calculations other documents sufficient enough to obtain the requisite sanctions. The Architect if so required shall also attend meetings with the relevant authorities.

4.2 The Architect shall prepare and submit all drawings and documents as may be required to register the project for certification under GRIHA and undertake all associated liaison with the certification authorities. The onus of obtaining the final certification shall lie with the Architect and as such the Architect shall be duty bound to ensure proper and complete documentation as required to be done during the construction by the project management agencies.

## **5 Design Development Phase:**

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

5.2 The Architect/Interior Designer shall also submit detailed design basis reports of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Architect/Interior Designer is also expected to provide 3D visualisation of the proposed building, each floor / room and each area proposed to be utilised as per the proposed plans. The Architect/Interior Designer shall coordinate with such professionals, attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the design proposals.

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

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

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

6.1 Upon receiving the approval of the Institute for the design development documents, the updated costs estimates and the programme of services, the Architect/Interior Designer shall co-ordinate the work of all the other architects / sub-architects appointed by him and/or by the Institute to provide various services under this arrangement and prepare and submit the following:

6.1.1 Review the design and drawings to ensure compliance with the applicable laws and with the requirements of the statutory authorities.

6.1.2 Prepare a detailed bill of quantities based on the approved design.

6.1.3 Prepare the technical specifications and drawings.

6.1.4 Attend meetings and provide information to the Institute/the Project Authority to prepare, float and process various tender documents for all components of the project.

6.1.5 Co-ordinate the detailed design with the other professional architects if any appointed by the Institute to achieve a fully integrated and coordinated design for the Project.

6.1.7 Ensure that all documentation produced is clear, precise and unambiguous and is in a simplified format easily comprehensible by the Institute, the other professional architects, advisors, contractors and suppliers.

6.1.8 Amend the design development documents as and when directed by the Institute and as necessitated by any functional or financial requirements.

6.1.9 Produce a time schedule using professional project management software for execution of various components of the project from start to commissioning.

6.1.10 Produce, when required by the Institute, addenda relevant to the specific trade packages or tender documents.

6.1.11 Collate all schedules, information, technical data, etc. on finishes, equipment, fittings, products, colours and specification as required to enable the interpretation of the services documentation and requirements to be integrated in the design.

6.1.12 Ensure that the products and materials specified are readily available and obtainable to achieve the requirements of the overall program.

6.2 The Architect/Interior Designer shall further ensure that all the tender documents set forth, describe and prescribe in detail the works to be performed so as to enable competitive quotations or tenders to be called. The Architect/Interior Designer shall furnish to the Institute / the Project Authority, such plans, details, specifications, special conditions of contract and any other documents to enable the Institute / the Project Authority to prepare all tender and contract documents. The Architect/Interior Designer shall provide overall supervision to ensure that all the said drawings, specifications, plans, details, specifications conditions of contract and documents comply with the requirements of the relevant authorities and are in accordance with the approved cost estimates;

6.3 The Architect/Interior Designer shall (i) reply, in the form of written instructions any queries raised during the tender period in relation to the trade packages and/or the tender documents and (ii) attend all meetings convened by the Project Authority in relation to the opening and/or assessment of tenders received;

6.4 The Architect/Interior Designer shall attend all project planning meetings to brief the contractors, sub-contractors and suppliers and shall set forth the procedures for the administration of the Project. The Architect shall provide all assistance as may be required by the Institute / the Project Authority for the commencement and expeditious execution of the Works.

## **7 Construction Phase:**

7.1 The Architect/Interior Designer shall provide all necessary information to the Institute / the Project Authority so as to enable the main contractor, other contractors and suppliers to proceed with the Works. The Architect shall be available as and when required by the Institute for co-ordination of the works of the other professional architects, contractors and suppliers throughout the construction period.

7.2 The Architect/Interior Designer shall review and advise on the construction programme prepared by the main contractor, and such other aspects of the construction program as may be requested by the Institute / the Project Authority and shall clarify any ambiguities in the trade contract documents, specifications and drawings.

7.3 The Architect/Interior Designer shall, advise the Institute on all matters and claims raised or made by contractors and suppliers in relation to any contract for works or supply of goods connected with the Project, including the interpretation of the contract documents relating to the same.

7.4 The Architect/Interior Designer shall when required assist the Institute / the Project Authority to check and approve all samples, schedules, drawings and other submissions by the contractors, sub-contractors or suppliers to ensure that the same are suitable for the purpose of the Project and that these comply with the drawings, specifications and conditions stipulated in the contract documents.

7.5 The Architect/Interior Designer shall visit the Site regularly at such frequency as may be necessary to determine whether the Works are proceeding in accordance with the drawings, specifications and conditions stipulated in the contract documents and with statutory and other requirements and shall provide technical supervision and issue all necessary and appropriate instructions and directions to be conveyed by the Institute / the Project Authority to the contractors and suppliers promptly so as to enable the expeditious and proper execution of the Works under the Project within the stipulated time.

7.6 The Architect/Interior Designer shall provide the Project Authority with such additional sketches or drawings as are required in relation to any variations or site instructions.

7.7 The Architect/Interior Designer shall review all shop drawings, product data, samples, prototypes and mock-ups and approve these in a timely fashion to ensure minimal disruption to the progress of the Works on the Site.

7.8 The Architect/Interior Designer shall provide advice on any alternatives and/or substitutions to the specifications whenever required.

7.9 The Architect/Interior Designer shall ensure that all construction solutions are cost effective and practical to achieve and shall provide advice of a technical nature on any variations and site instructions.

7.10 The Architect/Interior Designer shall provide all Architectural, engineering, services and all other drawings showing the Office Space and other development „as built“ and all services and equipment „as installed“ including detailed written narrative in the form of reports. Six sets of hard copies of drawings as per the scales specified by the Institute / the Project Authority and two sets of soft copies in editable format like .dwg, .docx, .xls etc or as may be directed by the Institute / the Project Authority shall be provided.

7.11 The Architect/Interior Designer shall perform all functions and duties required to be performed by him in accordance with the contracts for the execution of the Works and which are required or reasonably expected of the Architect/Interior Designer whether the said functions and duties have been expressly listed in this Arrangement or otherwise.

7.12 The Architect/Interior Designer shall set up a site office for handling the project on a daily basis (Space and facilities to be provided by the contractor).

7.13 The Architect/Interior Designer shall arrange to depute a Project-in-Charge and appropriate support staff at site.

7.14 The Architect/Interior Designer shall obtain, and after approval, maintain a sample board of all critical components for ongoing inspection.

7.15 The Architect/Interior Designer shall plan daily activities of all works and services. Sequence operations so as to ensure that work fronts are available for all contractors.

7.16 The Architect/Interior Designer shall discuss Time/Cost Over-runs and report the same to ICAI through a system of appropriate Tables/Charts. Monitor management of manpower, material and financial resources with the assistance of ICAI's authorized official of Works and sound precautionary warning signals to ICAI/Contractors.

7.17 The Architect/Interior Designer shall supervise the Quality of Work and ensure that it is done as per approved specifications and drawings. Report any exceptions and problems, in a timely manner, to ICAI.

7.18 The Architect/Interior Designer shall identify, witness and approve the various Tests as would be stipulated in the Tender documents either at vendor's factory or at site.

7.19 The Architect/Interior Designer shall review and approve any New Items/ Extra Items or Change in Specifications in conjunction with ICAI & Consultants. He shall also prepare detailed Rate Analysis for this purpose.

7.20 The Architect/Interior Designer shall certify Contractors' Running Bills and Final Bills with the assistance of ICAI's authorized official of Works in Quantity Measurements and Log data.

7.21 The Architect/Interior Designer shall issue virtual work completion certificate and Final Bill in co-ordination with ICAI and Consultants.

7.22 The Architect/Interior Designer shall co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project. Any other work including preparing brochures or models for various presentations (other than required for approvals from Competent/Statutory Authorities), any other drawing required (other than needed for approvals or completion of the project) etc. not specially mentioned but which may be required for completing the building/project & making it habitable.

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

8.1 The Architect/Interior Designer shall attend all necessary interim and final inspections of the Projects at various stages or any part thereof by representatives of all relevant authorities and/or the Institute.

8.2 The Architect/Interior Designer shall provide all drawings / documents and details sufficient to apply and obtain for fire safety permissions and all statutory certificates as required for completion relating to the Project and occupation and use of the building.

## **9 Specific Services:**

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

9.1 To prepare base drawings for all statutory approvals, permissions with Government departments / agencies / boards/ undertakings/ local authority and assist the Institute in getting the necessary approvals.

9.2 To prepare necessary drawings for NOC"s.

9.3 To prepare all drawings, specifications, bill of quantities, contract conditions and all other documents for tender purposes for all components of the Project.

9.4 To prepare preliminary and detailed estimates at various stages of work for each of the component and undertake value engineering to optimize the costs and minimize variation in costs. keep the costs initial Bill of Quantities with tentative costing and submit the same to the Project Management Team .

9.5 To prepare and submit scaled working drawings on suitable scale as specified by the ICAI for all Interior, Architectural, civil, structural, mechanical, electrical, engineering and all services and utilities and issue them for construction at least

one month before the requirement of such drawings and details for construction at site.

9.6 To prepare revised drawings after making corrections, modifications, amendments and changes as directed by the ICAI at all stages including after issue of the working drawings and good for construction drawings and issue the same for construction / Institute"s record.

9.7 To prepare the coordinated drawings between Architectural, interiors and all other mechanical, electrical, plumbing and all other services" drawings and issue them for execution of the works.

9.8 To coordinate at site and to attend scheduled meetings at site other places during design development, construction and post construction stage.

9.9 On completion of the Building, to prepare necessary drawings for obtaining completion certificates as required for commissioning the building as per CPWD norms and also permissions if any from relevant statutory authorities.

9.10 On completion of Building, to obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority.

9.11 In the event of any conflict or inconsistency between the sections as mentioned above, the Institute"s decision shall prevail.

- 
1. The Comprehensive Architectural/ Consultancy services shall include allthe Utilities/ works: Architectural Cum PMC Services, Interior Architecture, HVAC, MEP, Green Building Design, Graphic design & Signage, Electricity, Plumbing, Fire fighting, Telecommunication, Civil & Interior Works, Trash & Recycling, Security etc. including all other Specialized Services/Works required to complete the Project.

2. Preliminary Work (Part of Report)
  - i. Finding the probable causes of damages, seepage/leakages and status of external plumbing installations.
  - ii. Preparation of detailed report based on visual inspection, supported by photographs wherever necessary.
  - iii. Submission of report, general defects and damages, general comments.
  - iv. To Prepare sketch designs to the satisfaction and final approval of ICAI and submit preliminary estimates of cost for **renovation works of EIRC SECRETARIAT of ICAI Bhawan, 7, Russel Street, Kolkata-700071** as per applicable CPWD Specification/ Building Codes / Bye-Laws or any other guidelines as applicable.
3. To Prepare Detailed Estimate, BOQ, Specifications for the Proposed works.
4. 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.
5. To make periodical visit to site as per requirements/as decided by ICAI to keep overall check on quality and conformity with drawings and to resolve site problems.
6. To Certify & Verify the Running Bills and Final Bills received from contractor(s)/ Vendor(s).
7. Preparing a RFP in detail for the purpose of engaging a Contractor to carry out the required work.
8. To Finalize Quotations/Offer, scrutinize application of appointment of Contractor(s)/Vendor(s) including Evaluation of the received Quotations/offers, recommendations etc.
9. To prepare drawings\sketches required for works including submission of completion /As-built drawings, wherever required.
10. Project Management Consultancy for the project.
11. Preparation of Technical Data sheets and List of Makes etc.
12. To suggest various materials required for works.
13. Review all Drawings, Details and Documents received from contractors and approve them for construction/renovation/interior.
14. Attend to site related problems and offer solution in co-ordination with ICAI and Contractors.
15. Review and approve any New Items/Extra Items or Change in Specifications in conjunction with ICAI & Consultants. Prepare detailed Rate Analysis for this purpose.
16. Issue virtual work completion certificate and verify Final Bill(s) in co- ordination with ICAI and

Consultants.

17. Co-ordinate various submittals to Statutory/Municipal Authorities at different stages of the project, if any.
18. To arrange Statutory approval(s) required, if any.
19. Any other work not specifically mentioned but may be required for completing the project & making it habitable.
20. Any fees / charges etc. that are required to be paid to any Govt., Semi Govt., Municipal Corporation or MIDC, Electrical Inspector, MSEB, Pollution control Board etc. would be reimbursed
21. Other services related to renovation of Office Space shall include following work, advice or guidance whenever required:

**Project Overview:**

Provide a brief overview of the project, highlighting the need for renovation and the incorporation of digital enhancements.  
Specify the desired outcomes, such as improved acoustics, seating arrangement, aesthetics, and integration of modern digital technologies.

**Site Analysis:**

Conduct a thorough analysis of the existing Office Space layout, structure, and systems. Identify areas that require renovation, including seating, stage, lighting, sound systems, projection equipment, and control systems.

**Architectural Design:**

Develop a comprehensive architectural design that addresses aesthetic, functional, and safety considerations.  
Create detailed plans, elevations, and 3D renderings to visualize the proposed changes.

**Digital Integration:**

Integrate cutting-edge digital technologies such as advanced audio-visual systems, projection mapping, interactive displays, and immersive lighting.  
Specify the requirements for state-of-the-art sound systems, including speakers, microphones, amplifiers, and mixing consoles.

**Seating Arrangement:**

Design a comfortable and ergonomic seating layout that optimizes the audience's view and ensures easy access.  
Incorporate flexible seating options to accommodate various event types.

**Acoustics and Soundproofing:**

Implement acoustic treatments and soundproofing measures to enhance audio quality and prevent sound leakage.  
Specify materials and construction methods that minimize sound distortion and external noise interference.

**Lighting Design:**

Develop a dynamic lighting design that caters to different event atmospheres and enhances visual impact.  
Integrate programmable lighting control systems for scene transitions and effects.

**Stage and Backstage Area:**

Redesign the stage area to accommodate various performances and presentations.  
Include backstage facilities such as dressing rooms, storage areas, and equipment handling spaces.

**Accessibility and Safety:**

Ensure compliance with accessibility standards for people with disabilities.  
Implement safety measures, including emergency exits, fire suppression systems, and crowd management strategies.

**HVAC and Environmental Controls:**

Evaluate and upgrade heating, ventilation, and air conditioning (HVAC) systems to maintain optimal comfort.  
Integrate environmental controls for temperature, humidity, and air quality.

**Project Timeline and Phasing:**

Develop a detailed project timeline with clear milestones for design, approvals, construction, and testing of digital systems.

**Budget and Cost Estimation:**

Provide a comprehensive cost estimate for the entire renovation project, including architectural design, digital enhancements, materials, labor, and contingencies.  
Specify any cost-saving measures or value engineering options.(in the form of BOQ)

**Documentation and Deliverables:**

Prepare detailed construction drawings, specifications, and documentation required for permits and approvals.  
Deliver a complete package that includes digital files and hard copies of all design documents.

**Consultation and Collaboration:**

Coordinate with other professionals such as acoustic consultants, audio-visual specialists, and structural engineers to ensure seamless integration of digital technologies.

**Sustainability Considerations:**

Integrate sustainable design principles, such as energy-efficient lighting, renewable materials, and efficient HVAC systems, where applicable.

**Approval and Review Process:**

Outline the process for client review, feedback, and approvals at key stages of the project.

**Statutory Compliance:**

The Bidder/Tenderer shall be responsible for complying with all the applicable laws/bye laws/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it for performance of the Contract. The Bidder/Tenderer shall also obtain all necessary permissions/ certificates/ NOCs and approvals for execution of the work on behalf of ICAI from the local authorities/ statutory bodies or from the Government bodies.

**Communication and Reporting:**

Establish regular communication channels for project updates, status reports, and design revisions

## SECTION – IV

### SCHEDULE OF PAYMENTS

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

#### A. Architectural/Interior Services:

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

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

ii. Progressive bills not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed.

iii. The ICAI will settle the 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.

iv. For the purpose of evaluating Interior Designing Services, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Interior Designer has rendered services 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 or suppliers by the ICAI.

v. Obtaining statutory approvals is included in the fees quoted by bidder i.e. no separate Fees/Amount will be paid on this account. However, actual statutory fee will be paid by ICAI.

- GST on the Fees will be paid extra as applicable.

**B. Project Management Consultancy Services:**

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

**Project Cost'** shall mean the cost of construction of Office Space & allied works executed by the Contractor without GST and all related works/ infrastructure for which design services have been rendered by the Interior Designer taken of the following three;

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

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

1. The cost of land.

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

## SECTION – V

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

S. No.	Criterion	Maximum Marks
<b>A</b>	<b>Organizational and Professional Strength</b>	<b>35</b>
(i)	<p><b>Period of Architectural Practice*</b> up to the date of issue of EOI. Up to 5 years – Marks 0.5 More than 5 years – Add 0.25 Marks (to above marks) for each year completed above 5 years subject to maximum 5 marks total.</p> <p>* 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.</p>	5
(ii)	<p><b>Professional Strength of the Architect who are Principal Owner/Partner of the Applicant firm.</b></p> <p>Marks to be awarded based on the personal CV demonstrating design innovation, achievements in terms of quality of design works, landmark buildings, publications, honours and awards received from national and international professional bodies, representation on international and national professional forums etc.</p>	5
(iii)	<p><b>Professional strength – Architecture</b> <b>In-house</b> Architects employed with the applicant firm: Architects (with B.Arch. degree or equivalent) Marks 'per employee' on experience*: &gt;15 years: 1.5 marks &gt;7 and upto 15 years: 01 marks &gt;3 and upto 7 years: 0.5 marks Interior Designer (with B.Design, BSC in design degree or equivalent) Marks „per employee“ on experience*: &gt;15 years: 1.5 marks &gt;7 and upto 15 years: 01 marks &gt;3 and upto 7 years: 0.5 marks</p> <p><b>IMPORTANT:</b> Architects(with master's degree or equivalent in Architecture, Planning, Urban Design, Environment/Energy/Building Sciences Management/other discipline relevant to building design and construction) Marks 'per employee' on experience*:</p>	10

	<p>&gt;15 years : 02 marks  &gt;7 and upto 15 years: 1.5 marks  &gt;3 and upto 7 years: 01 marks</p> <p>* Experience shall be counted only after the date of declaration of result of the qualifying exam.</p>	
(iv)	<p><b>Project Management Consultants (in house)</b>  Presence of professionals either in-house or associated* with the applicant  i.e. PMC Consultants /or other relevant Professional.</p> <p>Mark for 'PMC (in House)' on experience:  &gt;10 years : 05 marks  &gt;7 and upto 10 years : 03 marks  &gt;3 and upto 7 years: 02 marks</p> <p>Marks shall be awarded as per above criteria subject to the total marks secured for organizational and professional strength subject to maximum marks allocated.</p>	5
(v)	<p><b>Professional Strength – Engineer's In-House</b>  Presence of professionals either in-house or with the lead architect associated* with the applicant Civil Engineers (B.E./B.Tech Civil or equivalent) Quantity Surveyors  Mark 'per employee' on experience:  &gt;15 years : 01 marks  &gt;7 and upto 15 years : 0.5 marks  &gt;3 and upto 7 years: 0.25 marks</p> <p>If the applicant has in-house professional strength in this category then 1 Bonus Mark shall be awarded. This bonus mark will be added to the total marks secured for <b>organizational and professional strength</b> subject to maximum marks allocated.</p>	5

(vi)	<p><b>Professional Human Resource Mechanical Electrical and Plumbing Services</b> Presence of professionals either in-house or with the lead architect associated* with the applicant Electrical Engineers (B.E./B.Tech Electrical /Electronics or equivalent) Mechanical Engineers (B.E./B.Tech/ Mechanical or equivalent) Quantity Surveyor Other Professional / Scientific Staff</p> <p>Mark 'per employee' on experience:  &gt;15 years: 01 marks  &gt;7 and upto 15 years: 0.5 marks  &gt;3 and upto 7 years: 0.25 marks</p> <p>If the applicant has in-house professional strength in this category then 1 Bonus Mark shall be awarded. This bonus mark will be added to the total marks secured for <b>organizational and professional strength</b> subject to maximum marks allocated.</p>	5
	<p><b>IMPORTANT:</b>  List of all such persons with their field of specialization and tenure of work with the firm to be furnished as per prescribed formats given as annexure.</p> <p>Only qualified salaried staff employed for more than <b>ONE year</b> as on date of issue of the EOI shall be considered. Please provide supportive documentary evidence of employment. Principals/Partners will be counted for this purpose.</p>	
<b>B</b>	<b>Experience of Work</b>	<b>55</b>
(vii)	<p>Repair and Renovation works including Structural re-strengthening and Interior Design/Refurbishing or Similar Nature of Works in any teaching/Training/Research/Educational/Institutional building projects that are completed till 31.03.2023 shall be considered for evaluation:</p> <p>Marks 'per project' based on "Project Cost":  &gt;5 crores project and above : 5 marks  &gt;4 and upto 5 crore project: 4 marks  &gt;3 and upto 4 crore project: 3 marks  &gt;2 and upto 3 crore project: 2 marks  &gt;1 and upto 2 crore project: 1 marks</p> <p>0.25 Bonus marks will be given for each project done for Educational/Institutional Institutes subject to maximum of <b>4 bonus</b> Marks</p> <p><b>IMPORTANT:</b>  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.</p>	25

(viii)	<p>Number of 'HI-TECH' building projects ongoing/completed till 31.03.2023:  Marks 'per project' based on "Project Cost":  &gt;5 crores project and above : 5 marks  &gt;4 and upto 5 crore project: 4 marks  &gt;3 and upto 4 crore project: 3 marks  &gt;2 and upto 3 crore project: 2 marks  &gt;1 and upto 2 crore project: 1 marks</p> <p><b>IMPORTANT:</b>  Hi-Tech buildings shall mean buildings with Mechanical, Electrical &amp; Plumbing (MEP) component cost equal to or more than 35% of total project cost excluding external development and land cost.</p> <p>Documents giving break-up of the cost of projects clearly substantiating MEP component cost claims to be attached, failing which same shall not be considered for evaluation.</p>	10
(ix)	<p>Experience in projects completed that have been awarded green certification from GRIHA/LEED till the date of issue of EOI.  (maximum 2 marks per project subject to maximum of 10 marks)</p>	10
(x)	<p>Quality of Designs of Works Completed.</p> <p>(Mark will be awarded by the Committee based on architectural appreciation of works completed especially in Interior, Building Façade/Elevation, Conversion of existing Building into Green Building, Landscaping, space planning reviewing the designs and/or review appreciation received from Owner/Client works done in old Educational/Institutional Campuses)</p>	10
<b>C</b>	<b>FINANCIAL CAPABILITY</b>	<b>10</b>
(xi)	<p>Gross Financial turnover in last three financial years Up to Rs. 0.20 crores – Marks 5.0  More than Rs. 0.20 crore – 0.5 Marks for every Rs.0.2 crore (or part thereof) above Rs.0.2 crore subject to limit of maximum marks.</p> <p><b>IMPORTANT:</b>  Audited financial results of all relevant years and summary to be Submitted.</p> <p>Gross Financial turnover shall mean the sum total of the Annual Financial turnovers in last five financial years of the applicant firm.</p> <p>For the purposes of turnover only the 'fee' received on account of Architectural and PMC services shall be taken into account.</p>	10
	<b>TOTAL A to C</b>	<b>100</b>

**Note:**

- Evaluation of Professional Strength and Experience of work shall be done on the basis of list of projects submitted by the applicant.
- Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.
- Information as sought is to be given by individual Applicant/Bidder..
- Ongoing projects and/or virtual completion shall be considered for evaluation only wherever specified in the particular evaluation criteria.
- Gross Built-up Areas mentioned are for one single project unless stated otherwise in the particular evaluation criteria.
- Wherever sought, "experience" as on date of issue of EOI shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
- The Evaluation & Selection process for Technical (Stage-1) consists of the following considerations:
  - A)** Minimum eligibility Criteria as per Section-II and minimum score as per Section-V Technical Bid Score (Ts) (Stage-1).
  - B)** To be eligible for Stage – 2 i.e. Design Competition, the bidder must secure at least 50% marks in aggregate in stage - 1. Selection of Architect based on Design Competition by a designated committee Panel formed by ICAI (Annexure - B) Stage-2.
  - C)** Financial Bid (Stage-3) Opening of price quote of Technically qualified Applicant/Bidder (price quote to be in the form of professional fee as a percentage + GST of estimated cost of proposed work without GST).

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

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

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

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

- i. Bidder/Applicant shortlisted for participating in Design competition will have to present their scheme of Proposals, Drawings, Plans, Elevations, Visuals, PPT, 3D Views etc to ICAI panel.
- ii. Bidder/Applicant who score minimum eligible marks evaluated in Technical evaluation stage shall be considered for site visit of their works by a committee. Only those firms whose

performance (quality, architectural features and finishes etc.) is found satisfactory will be considered for design competition.

- iii. Shortlisted Bidder/Architect will be given 10 days after the technical qualification stage for making presentation as per the scope of work.
- iv. Format, content, timeline and instructions for the design presentation will be shared with the qualifying Bidder/Applicant after stage 1. After presentation the committee members will interact with the Bidder/Applicant to understand their presentation and scheme.
- v. To participate in design competition, the Bidder/Applicant will have to attend the event at their own expenses.
- vi. Based on the design presentation proposal and other features for the proposed work, their capability and capacity shall be judged and rated by the designated committee of the ICAI on various parameters and marking matrix as per **ANNEXURE - B** for the purpose.
- vii. The decision of final selection of the Interior Designer at this stage shall be done based on the design presentation Score and recommendation of designated committee which will be final and binding on all Bidders/Applicants.

### **Stage-3:**

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

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

Where:

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

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

F : The quoted fee of the Financial Bid being evaluated

Final Score/Final Evaluation:

A. The Final evaluation shall be based on QCBS (Quality Cost Based Selection) Method with weightage of 30% to the Technical Bid Score (i.e. Stage – 1), 40% to Design Competition Score (Stage 2) and 30% to the Financial Bid Score (Stage 3).

**B. The Technical Score (Ts), Design Competition Score (Ds) and Financial Score (Fs) after factorization (as per mentioned above) shall be added and the Bidder getting Maximum total marks shall be selected to award the work.**

C. The ICAI, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the ICAI on such interpretation and awards of marks shall be final and binding on all applicants. No reasons whatsoever shall be furnished regarding award of marks.

D. Bidder / Applicant who score maximum marks after the evaluation in all three stages shall be considered and appointed as an Architect for project by the committee and shall be informed separately.

**Annexure –B**  
**TECHNICAL PARAMETER FOR EVALUATION OF DESIGN (Stage-2)**  
**PRESENTATION MADE BY SHORTLISTED ELIGIBLE Bidder/Applicant TO BE**  
**EVALUATED AS UNDER (TOTAL MARKS 100 NOS):**

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

Note:

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

## SECTION VI

### Information to Be Furnished By the 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	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.  Audited Balance Sheets for the relevant Years should also be attached

Name & Signature:

Full address & office

Seal:

Date:

## Format 1

### Composition of the Firm

1	Name of the firm: (Attach an attested photocopy of Certificate of Registration)	
2	Legal Status of the Firm: (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 .....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 .....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 ..... financial years and profit/loss during last 5 Financial years mentioned here as under:

<b>S. NO.</b>	<b>FINANCIAL YEAR</b>	<b>TURNOVER (In Lakhs)</b>	<b>PROFIT/LOSS (In Lakhs)</b>	<b>REMARKS (IF ANY)</b>
1	FY 2.....			
2	FY 2.....			
3	FY 2.....			
4	FY .....			
<b>Total</b>				

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 behavior to impair the transparency, fairness, and progress of the procurement process.
- d)** Not misuse any information shared between the Procuring Entity i.e., ICAI and the Bidders with an intent to gain unfair advantage in the procurement process.
- e)** Not indulge in any coercion, including impairing or harming or threatening to do the same, directly, or indirectly, to any party or to its property to influence the procurement process.
- f)** Not obstruct any investigation or audit of a procurement process
- g)** Disclose conflicts of interest, if any, and
- h)** Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

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

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

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

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

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

more than one Bid: or

**f)** The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or 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:

(Authorized 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/\_\_\_\_\_: 202.....  
Dated

\_\_\_\_\_202.....

. 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 undertake as 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 Secretary,  
The Institute of Chartered  
Accountants of India, ICAI  
Bhawan, 7, RUSSELL STREET,  
Kolkata – 700071,.**

**Subject: TENDER FOR APPOINTMENT OF ARCHITECT FOR PROVIDING  
ARCHTECTURAL AND PMC SERVICES FOR RENOVATION WORKS OF EIRC  
SECRETERIAT OF ICAI BHAWAN,7 RUSSEL STREET, KOLKATA 700071.**

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

### Format of Agreement

This agreement is made on this the.....day of... ..202.....at Kolkata

#### 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, etc. of the ONE PART

#### AND

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

The ICAI and the Architect Firm 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, 7, RUSSEL STREET, KOLKATA 700071 and is willing to get miscellaneous renovation works & PMC services on the said building of its office and for the purpose desires to appoint an Architect for rendering Project Management Consultancy and Architectural and Allied services for the completion of the proposed renovation work and has invited a Tender dated.....for appointment of Architect. The Architect was selected after the due tender process. (hereinafter referred to as said building).
2. The Architect is a firm of Architects in existence for a long time and having good experience in providing professional services.

The ICAI is willing to carry out "Repair/ Renovations including all building Toilets, along with other Civil Repairs (Staircases Plaster repairs, Replacement of Plumbing and Sanitary pipes, fittings etc.), Terrace Waterproofing Work, Painting, etc." on the said building and for the purpose desires an "**Appointment of Architect/Consultant for Renovation of EIRC SECRETERIAT. At EASTERN INDIA REGIONAL COUNCIL, ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA-700071.**" (hereinafter referred to as the said 'work') and has called for tenders for the appointment of Architect for providing comprehensive architectural and PMC services in respect of the said project. The Architect was selected after the due tender process.

3. The Architect has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the Tender documents

provided by ICAI for engagement of Architect for providing comprehensive architectural and PMC services in respect of the said project or having any connection therewith, and has examined and considered all other matters, conditions and possible contingencies, and all the matters incidental thereto and has offered to execute said work.

4. 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 along with the Proposal of Agency shall form integral part of the contract though separately set out and are included in the expression 'Contract' wherever herein used.
5. 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 except Tender Document and is finally agreed understanding between the Parties hereto.
6. ICAI accepted the offer of Architect for executing the said work and conveyed its acceptance vide letter no \_\_\_\_\_, dated \_\_\_\_\_, at the rate(s) as mentioned in the financial bid of the bidder and upon the terms and subject to the conditions hereinafter appearing.

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

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, 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.

**7. CONDITIONS PRECEDENT (AGREEMENT)**

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out in the tender document. However, ICAI may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Service Provider.

The parties may by mutual agreement extend the time for fulfilling the Conditions Precedent and terms of this Agreement.

In the event that the Agreement fails to come into effect on account of non-fulfillment of the Bidder's Conditions Precedent, ICAI shall not be liable in any manner whatsoever to the Architect and ICAI shall forthwith forfeit the EMD amount and/ or

Security Deposit as the case may be.

## **8. REPRESENTATIONS AND WARRANTIES**

The Architect represents and warrants to ICAI that:

- a. It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this 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 Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- c. From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement.
- d. In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to ICAI's normal business operations
- e. This Agreement 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 Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- f. The information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement.
- g. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- h. There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement.
- i. Architect has no knowledge of any 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 Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.
- j. Architect has complied with Applicable Laws in all material respects and has not

been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement.

- k. Architect and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services.
- l. No sums, in cash or kind, have been paid or shall be paid, by Architect or on his behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee or Council Member 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.

## 9. Scope of Work/Services:

### Scope of Services:

The scope of Services to be performed by the selected Architect relating to the **PROVIDING ARCHITECTURAL AND PMC SERVICES FOR RENOVATION WORKS OF OFFICE SPACE (R. Singhi Hall) OF ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA 700071** as mentioned under:

Particular	Remarks
Area of Floor	2000 Sqft. Approx.
Location of plot	ICAI Bhawan, 7, Russell Street, Kolkata-700071, West Bengal.
Type of Renovation Proposed	Renovation of Secretariat Room

The Comprehensive Architectural & PMC Services related to Repair/ Renovations related to Office Space (R. Singhi Hall) Interiors shall include wall panelling, firefighting, telecommunication, false Ceiling, replacements of existing lighting, electrical wiring, sound system, chairs, dais, windows, doors, fittings etc., painting, upgradation of utilities services etc. along with other civil repairs (i.e. water proofing repairs, plaster work, Plumbing, Fabrication Work etc.)

**1** The Comprehensive Architectural & PMC Services related to Repair/ Renovations related to EIRC SECRETARIAT Interiors shall include wall panelling, firefighting, telecommunication, false Ceiling, replacements of existing lighting, electrical wiring, sound system, chairs, dais, windows, doors, fittings etc., painting, upgradation of utilities services etc. along with other civil repairs (i.e. water proofing repairs, plaster work, Plumbing, Fabrication Work etc.)

## **2 Preliminary Services:**

2.1 The Architect/Interior Designer shall take the Institute/Project Authority's instructions as to the Institute's requirements and brief, assessing them, giving advice and rendering desired services for the successful completion of the Project.

2.2 The Architect/Interior Designer shall examine the Site and its surroundings including the constraints thereof and advise the Institute and/or the Project Authority on the possible solutions thereto.

2.3 The Architect/Interior Designer shall advise on the need for any special surveys, investigations, model tests or feasibility studies and propose the appropriate action.

2.4 The Architect/Interior Designer shall carry out such studies as may be necessary pursuant to the Institute's requirements, reviewing the Institute's requirements and submitting applications and obtaining planning permissions and building approvals from the relevant authorities and to comply with other requirements.

## **3 Preliminary Design Phase:**

3.1 The Architect/Interior Designer shall consult with the Institute and/or the Project Authority to :-

(i) Establish the design criteria, parameters and basic considerations with respect to the general image, elegant look and character desirable for the Project and

(ii) Ascertain accurately the requirements of the Project, including timescale and any financial limits, submittal dates and project phasing or schedule in relation to the Project.

3.2 The Architect/Interior Designer shall in consultation with the other professional architects and/or sub-architects, prepare design studies on the Project and submit a preliminary designs consisting of scaled drawings and design basis reports for all components of the project for approval by the Institute and/or the Project Authority.

3.3 The preliminary design shall include:

3.3.1 The Architectural and interior design concept, furniture layout, selection of loose furniture, finishes, colour scheme, light fixtures, electric and other points of office use reflected ceiling plan design intent and perspective sketches.

3.3.2 Proposed concepts for indoor and outdoor landscaping, street furnishing, signage etc.

3.3.3 Proposed structural systems including construction systems and methods.

3.3.4 Schematic layouts of all services and utilities including but not limited to Mechanical, Electrical (both high and low voltage), and Plumbing (MEP), Networking, Firefighting, security and alarm systems, building management services, etc.

3.3.5 The design shall include provisions with respect to special facilities for the differentially abled people such as lifts, washroom, ramp on the ground floor at the entry etc.

3.4 The Architect/Interior Designer shall prepare the preliminary sketch designs to interpret the design brief and shall prepare preliminary estimates of the probable construction costs based on current area, volume or other unit costs.

3.5 The Architect/Interior Designer shall prepare all necessary drawings and finishes schedules and other details as required for preparation of preliminary estimates and in consultation with the quantity surveyor prepare and submit to the Institute and/or the Project Authority for approval of preliminary cost estimate of the Project.

3.6 Upon obtaining the approval of the Institute and/or the Project Authority for the said preliminary design and the said preliminary cost estimate, the Architect shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed with the Works.

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

4.1 In case any statutory approvals are required for development of buildings, the Architect will prepare specific drawings and documents and other application materials and submit the same to the relevant authorities for the purpose of securing the outline planning approval and planning guidelines for the Project. The Architect shall ensure that all designs and drawings comply with the statutory provisions. The Architect shall coordinate and provide in soft copy editable format like .dwg, .docx, .xls or any other format as required of all the basic drawings, calculations other documents sufficient enough to obtain the requisite sanctions. The Architect if so required shall also attend meetings with the relevant authorities.

4.2 The Architect shall prepare and submit all drawings and documents as may be required to register the project for certification under GRIHA and undertake all associated liaison with the certification authorities. The onus of obtaining the final certification shall lie with the Architect and as such the Architect shall be duty bound to ensure proper and complete documentation as required to be done during the construction by the project management agencies.

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

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

5.2 The Architect/Interior Designer shall also submit detailed design basis reports of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Architect/Interior Designer is also expected to provide 3D visualisation of the proposed building, each floor / room and each area proposed to be utilised as per the proposed plans. The Architect/Interior Designer shall coordinate with such professionals, attend meetings and provide all necessary

information drawings and details sufficient enough for systematic review/vetting of the design proposals.

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

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

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

6.1 Upon receiving the approval of the Institute for the design development documents, the updated costs estimates and the programme of services, the Architect/Interior Designer shall co-ordinate the work of all the other architects / sub-architects appointed by him and/or by the Institute to provide various services under this arrangement and prepare and submit the following:

6.1.1 Review the design and drawings to ensure compliance with the applicable laws and with the requirements of the statutory authorities.

6.1.2 Prepare a detailed bill of quantities based on the approved design.

6.1.3 Prepare the technical specifications and drawings.

6.1.4 Attend meetings and provide information to the Institute/the Project Authority to prepare, float and process various tender documents for all components of the project.

6.1.5 Co-ordinate the detailed design with the other professional architects if any appointed by the Institute to achieve a fully integrated and coordinated design for the Project.

6.1.6 Ensure that all documentation produced is clear, precise and unambiguous and is in a simplified format easily comprehensible by the Institute, the other professional architects, advisors, contractors and suppliers.

6.1.7 Amend the design development documents as and when directed by the Institute and as necessitated by any functional or financial requirements.

6.1.8 Produce a time schedule using professional project management software for execution of various components of the project from start to commissioning.

6.1.9 Produce, when required by the Institute, addenda relevant to the specific trade packages or tender documents.

6.1.10 Collate all schedules, information, technical data, etc. on finishes, equipment, fittings, products, colours and specification as required to enable the interpretation of the services

documentation and requirements to be integrated in the design.

6.1.11 Ensure that the products and materials specified are readily available and obtainable to achieve the requirements of the overall program.

6.2 The Architect/Interior Designer shall further ensure that all the tender documents set forth, describe and prescribe in detail the works to be performed so as to enable competitive quotations or tenders to be called. The Architect/Interior Designer shall furnish to the Institute / the Project Authority, such plans, details, specifications, special conditions of contract and any other documents to enable the Institute / the Project Authority to prepare all tender and contract documents. The Architect/Interior Designer shall provide overall supervision to ensure that all the said drawings, specifications, plans, details, specifications conditions of contract and documents comply with the requirements of the relevant authorities and are in accordance with the approved cost estimates;

6.3 The Architect/Interior Designer shall (i) reply, in the form of written instructions any queries raised during the tender period in relation to the trade packages and/or the tender documents and (ii) attend all meetings convened by the Project Authority in relation to the opening and/or assessment of tenders received;

6.4 The Architect/Interior Designer shall attend all project planning meetings to brief the contractors, sub-contractors and suppliers and shall set forth the procedures for the administration of the Project. The Architect shall provide all assistance as may be required by the Institute / the Project Authority for the commencement and expeditious execution of the Works.

## **7 Construction Phase:**

7.1 The Architect/Interior Designer shall provide all necessary information to the Institute / the Project Authority so as to enable the main contractor, other contractors and suppliers to proceed with the Works. The Architect shall be available as and when required by the Institute for co-ordination of the works of the other professional architects, contractors and suppliers throughout the construction period.

7.2 The Architect/Interior Designer shall review and advise on the construction programme prepared by the main contractor, and such other aspects of the construction program as may be requested by the Institute / the Project Authority and shall clarify any ambiguities in the trade contract documents, specifications and drawings.

7.3 The Architect/Interior Designer shall, advise the Institute on all matters and claims raised or made by contractors and suppliers in relation to any contract for works or supply of goods connected with the Project, including the interpretation of the contract documents relating to the same.

7.4 The Architect/Interior Designer shall when required assist the Institute / the Project Authority to check and approve all samples, schedules, drawings and other submissions by the contractors, sub-contractors or suppliers to ensure that the same are suitable for the

purpose of the Project and that these comply with the drawings, specifications and conditions stipulated in the contract documents.

7.5 The Architect/Interior Designer shall visit the Site regularly at such frequency as may be necessary to determine whether the Works are proceeding in accordance with the drawings, specifications and conditions stipulated in the contract documents and with statutory and other requirements and shall provide technical supervision and issue all necessary and appropriate instructions and directions to be conveyed by the Institute / the Project Authority to the contractors and suppliers promptly so as to enable the expeditious and proper execution of the Works under the Project within the stipulated time.

7.6 The Architect/Interior Designer shall provide the Project Authority with such additional sketches or drawings as are required in relation to any variations or site instructions.

7.7 The Architect/Interior Designer shall review all shop drawings, product data, samples, prototypes and mock-ups and approve these in a timely fashion to ensure minimal disruption to the progress of the Works on the Site.

7.8 The Architect/Interior Designer shall provide advice on any alternatives and/or substitutions to the specifications whenever required.

7.9 The Architect/Interior Designer shall ensure that all construction solutions are cost effective and practical to achieve and shall provide advice of a technical nature on any variations and site instructions.

7.10 The Architect/Interior Designer shall provide all Architectural, engineering, services and all other drawings showing the Office Space and other development „as built“ and all services and equipment „as installed“ including detailed written narrative in the form of reports. Six sets of hard copies of drawings as per the scales specified by the Institute / the Project Authority and two sets of soft copies in editable format like .dwg, .docx, .xls etc or as may be directed by the Institute / the Project Authority shall be provided.

7.11 The Architect/Interior Designer shall perform all functions and duties required to be performed by him in accordance with the contracts for the execution of the Works and which are required or reasonably expected of the Architect/Interior Designer whether the said functions and duties have been expressly listed in this Arrangement or otherwise.

7.12 The Architect/Interior Designer shall set up a site office for handling the project on a daily basis (Space and facilities to be provided by the contractor).

7.13 The Architect/Interior Designer shall arrange to depute a Project-in-Charge and appropriate support staff at site.

7.14 The Architect/Interior Designer shall obtain, and after approval, maintain a sample board of all critical components for ongoing inspection.

7.15 The Architect/Interior Designer shall plan daily activities of all works and services. Sequence operations so as to ensure that work fronts are available for all contractors.

7.16 The Architect/Interior Designer shall discuss Time/Cost Over-runs and report the same to ICAI through a system of appropriate Tables/Charts. Monitor management of manpower, material and financial resources with the assistance of ICAI's authorized official of Works and sound precautionary warning signals to ICAI/Contractors.

7.17 The Architect/Interior Designer shall supervise the Quality of Work and ensure that it is done as per approved specifications and drawings. Report any exceptions and problems, in a timely manner, to ICAI.

7.18 The Architect/Interior Designer shall identify, witness and approve the various Tests as would be stipulated in the Tender documents either at vendor's factory or at site.

7.19 The Architect/Interior Designer shall review and approve any New Items/ Extra Items or Change in Specifications in conjunction with ICAI & Consultants. He shall also prepare detailed Rate Analysis for this purpose.

7.20 The Architect/Interior Designer shall certify Contractors' Running Bills and Final Bills with the assistance of ICAI's authorized official of Works in Quantity Measurements and Log data.

7.21 The Architect/Interior Designer shall issue virtual work completion certificate and Final Bill in co-ordination with ICAI and Consultants.

7.22 The Architect/Interior Designer shall co-ordinate for applying and obtaining various certificates/documents from Statutory/Municipal Authorities at different stages of the project. Any other work including preparing brochures or models for various presentations (other than required for approvals from Competent/Statutory Authorities), any other drawing required (other than needed for approvals or completion of the project) etc. not specially mentioned but which may be required for completing the building/project & making it habitable.

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

8.1 The Architect/Interior Designer shall attend all necessary interim and final inspections of the Projects at various stages or any part thereof by representatives of all relevant authorities and/or the Institute.

8.2 The Architect/Interior Designer shall provide all drawings / documents and details sufficient to apply and obtain for fire safety permissions and all statutory certificates as required for completion relating to the Project and occupation and use of the building.

## **9 Specific Services:**

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

9.1 To prepare base drawings for all statutory approvals, permissions with Government departments / agencies / boards/ undertakings/ local authority and assist the Institute in getting the necessary approvals.

9.2 To prepare necessary drawings for NOC"s.

9.3 To prepare all drawings, specifications, bill of quantities, contract conditions and all other documents for tender purposes for all components of the Project.

9.4 To prepare preliminary and detailed estimates at various stages of work for each of the component and undertake value engineering to optimize the costs and minimize variation in costs. keep the costs initial Bill of Quantities with tentative costing and submit the same to the Project Management Team.

9.5 To prepare and submit scaled working drawings on suitable scale as specified by the ICAI for all Interior, Architectural, civil, structural, mechanical, electrical, engineering and all services and utilities and issue them for construction at least

one month before the requirement of such drawings and details for construction at site.

9.6 To prepare revised drawings after making corrections, modifications, amendments and changes as directed by the ICAI at all stages including after issue of the working drawings and good for construction drawings and issue the same for construction / Institute"s record.

9.7 To prepare the coordinated drawings between Architectural, interiors and all other mechanical, electrical, plumbing and all other services" drawings and issue them for execution of the works.

9.8 To coordinate at site and to attend scheduled meetings at site other places during design development, construction and post construction stage.

9.9 On completion of the Building, to prepare necessary drawings for obtaining completion certificates as required for commissioning the building as per CPWD norms and also permissions if any from relevant statutory authorities.

9.10 On completion of Building, to obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority.

9.11 In the event of any conflict or inconsistency between the sections as mentioned above, the Institute"s decision shall prevail.

1. Preliminary Work (Part of Report)
  - i. Finding the probable causes of damages, seepage/leakages and status of external plumbing installations.
  - ii. Preparation of detailed report based on visual inspection, supported by photographs wherever necessary.
  - iii. Submission of report, general defects and damages, general comments.
  - iv. To Prepare sketch designs to the satisfaction and final approval of ICAI and submit preliminary estimates of cost for **renovation works of EIRC SECRETARIAT of ICAI Bhawan, 7, Russel Street, Kolkata-700071** as per applicable CPWD Specification/ Building Codes / Bye-Laws or any other guidelines as applicable.
2. The Comprehensive Architectural/ Consultancy services shall include all the Utilities/ works: Architectural Cum PMC Services, Interior Architecture, HVAC, MEP, Green Building Design, Graphic design & Signage, Electricity, Plumbing, Fire fighting, Telecommunication, Civil & Interior Works, Trash & Recycling, Security etc. including all other Specialized Services/Works required to complete the Project.
3. To Prepare Detailed Estimate, BOQ, Specifications for the Proposed works.
4. 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.
5. To make periodical visit to site as per requirements/as decided by ICAI to keep overall check on quality and conformity with drawings and to resolve site problems.
6. To Certify & Verify the Running Bills and Final Bills received from contractor(s)/ Vendor(s).
7. Preparing a RFP in detail for the purpose of engaging a Contractor to carry out the required work.
8. To Finalize Quotations/Offer, scrutinize application of appointment of Contractor(s)/Vendor(s) including Evaluation of the received Quotations/offers, recommendations etc.
9. To prepare drawings\sketches required for works including submission of completion /As-built drawings, wherever required.
10. Project Management Consultancy for the project.
11. Preparation of Technical Data sheets and List of Makes etc.
12. To suggest various materials required for works.
13. Review all Drawings, Details and Documents received from contractors and approve them for construction/renovation/interior.

14. Attend to site related problems and offer solutions in co-ordination with ICAI and Contractors.
15. Review and approve any New Items/Extra Items or Change in Specifications in conjunction with ICAI & Consultants. Prepare detailed Rate Analysis for this purpose.
16. Issue virtual work completion certificate and verify Final Bill(s) in co-ordination with ICAI and Consultants.
17. Co-ordinate various submittals to Statutory/Municipal Authorities at different stages of the project, if any.
18. To arrange Statutory approval(s) required, if any.
19. Any other work not specifically mentioned but may be required for completing the project & making it habitable.
20. Any fees / charges etc. that are required to be paid to any Govt., Semi Govt., Municipal Corporation or MIDC, Electrical Inspector, MSEB, Pollution control Board etc. would be reimbursed
21. Other services related to renovation of Office Space shall include following work, advice or guidance whenever required:

**Project Overview:**

Provide a brief overview of the project, highlighting the need for renovation and the incorporation of digital enhancements.

Specify the desired outcomes, such as improved acoustics, seating arrangement, aesthetics, and integration of modern digital technologies.

**Site Analysis:**

Conduct a thorough analysis of the existing Office Space layout, structure, and systems. Identify areas that require renovation, including seating, stage, lighting, sound systems, projection equipment, and control systems.

**Architectural Design:**

Develop a comprehensive architectural design that addresses aesthetic, functional, and safety considerations.

Create detailed plans, elevations, and 3D renderings to visualize the proposed changes.

**Digital Integration:**

Integrate cutting-edge digital technologies such as advanced audio-visual systems, projection mapping, interactive displays, and immersive lighting.

Specify the requirements for state-of-the-art sound systems, including speakers, microphones, amplifiers, and mixing consoles.

**Seating Arrangement:**

Design a comfortable and ergonomic seating layout that optimizes the audience's view and ensures easy access.

Incorporate flexible seating options to accommodate various event types.

**Acoustics and Soundproofing:**

Implement acoustic treatments and soundproofing measures to enhance audio quality and prevent sound leakage.  
Specify materials and construction methods that minimize sound distortion and external noise interference.

**Lighting Design:**

Develop a dynamic lighting design that caters to different event atmospheres and enhances visual impact.  
Integrate programmable lighting control systems for scene transitions and effects.

**Stage and Backstage Area:**

Redesign the stage area to accommodate various performances and presentations.  
Include backstage facilities such as dressing rooms, storage areas, and equipment handling spaces.

**Accessibility and Safety:**

Ensure compliance with accessibility standards for people with disabilities.  
Implement safety measures, including emergency exits, fire suppression systems, and crowd management strategies.

**HVAC and Environmental Controls:**

Evaluate and upgrade heating, ventilation, and air conditioning (HVAC) systems to maintain optimal comfort.  
Integrate environmental controls for temperature, humidity, and air quality.

**Project Timeline and Phasing:**

Develop a detailed project timeline with clear milestones for design, approvals, construction, and testing of digital systems.

**Budget and Cost Estimation:**

Provide a comprehensive cost estimate for the entire renovation project, including architectural design, digital enhancements, materials, labor, and contingencies.  
Specify any cost-saving measures or value engineering options.(in the form of BOQ)

**Documentation and Deliverables:**

Prepare detailed construction drawings, specifications, and documentation required for permits and approvals.  
Deliver a complete package that includes digital files and hard copies of all design documents.

**Consultation and Collaboration:**

Coordinate with other professionals such as acoustic consultants, audio-visual specialists, and structural engineers to ensure seamless integration of digital technologies.

**Sustainability Considerations:**

Integrate sustainable design principles, such as energy-efficient lighting, renewable materials, and efficient HVAC systems, where applicable.

**Approval and Review Process:**

Outline the process for client review, feedback, and approvals at key stages of the

project.

**Statutory Compliance:**

The Bidder/Tenderer shall be responsible for complying with all the applicable laws/bye laws/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it for performance of the Contract. The Bidder/Tenderer shall also obtain all necessary permissions/ certificates/ NOCs and approvals for execution of the work on behalf of ICAI from the local authorities/ statutory bodies or from the Government bodies.

**Communication and Reporting:**

Establish regular communication channels for project updates, status reports, and design revisions

**10. SCALE OF CHARGES AND MODE OF PAYMENT:**

The ICAI shall pay to the ARCHITECT Firm as remuneration for the services rendered by the Architect’s Firm in relation to the said works and in particular for the services herein mentioned, a fee calculated at the rate of \_\_\_\_\_% [percentage only] of the actual cost of work of the project without calculating GST thereon.

S. No.	Stage of Payment		(%) of Total Fees Payable
1	Stage 1	Advance	5% of the Total Fee
2	Stage 2	On approval of Preliminary Designs	15 % of fee estimate less payment made in stage1 (payable in two sub-stages as per progress of work)
3	Stage 3	On approval of Final design drawings etc.	20% of fee estimate less payment made in stage 1 and 2 (payable in two sub-stages as per progress of work)
4	Stage 4	After approval of all Detail Drawings and documents and completion of documentation and tender phase	40% of fee estimate less payment made in stages 1 to 3 (payable in two sub- stages as per progress of work)
5	Stage 5	On approval by Institute all the working drawings and details and release of all drawings good for Construction/ Interior/ Renovation during the Construction / Renovation phase.	50% of fee estimate less payment made in stages 1 to 4 (payable in two sub- stages as per progress of work)
6	Stage 6	On execution of work worth 20% of its estimated cost	60% of fee estimate less payment made in stages 1 to 5

7	Stage 7	On execution of work worth 40% of its estimated cost	65% of fee estimate less payment made in stages 1 to 6
8	Stage 8	On execution of work worth 60% of its estimated cost	70% of fee estimate less payment made in stages 1 to 7
9	Stage 9	On execution of work worth 80% of its estimated cost	80% of fee estimate less payment made in stages 1 to 8
10	Stage 10	On execution of work worth 100% of its estimated cost	90% of fee estimate less payment made in stages 1 to 9
11	Stage 11	On getting requisite Certificate from Local Authority, if any	95% of fee estimate less payment made in stages 1 to 10
12	Stage 12	On completion of Defect Liability period.	100% of total fees less payment made for Stages 1 to 11

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

ii. Progressive bills not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed.

iii. The ICAI will settle the bills within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final. The final payment will be made within .....days after completion of Defects Liability Period of 12 months.

iv. For the purpose of evaluating Interior Designing Services, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Interior Designer has rendered services 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 or suppliers by the ICAI.

v. Obtaining statutory approvals is included in the fees quoted by bidder i.e. no separate

Fees/Amount will be paid on this account. However, actual statutory fee will be paid by ICAI.

- GST on the Fees will be paid extra as applicable.

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

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

**Project Cost** shall mean the cost of construction of Office Space & allied works executed by the Contractor without GST and all related works/ infrastructure for which design services have been rendered by the Interior Designer taken of the following three;

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

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

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

## **11. REIMBURSABLE EXPENSES:**

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

## **12. RETENTION MONEY:**

That the Architect has agreed that, an amount equal to 10% of the running account bill will be deducted towards retention money from each progressive bill as per schedule of payment herein above for performance of its obligation in respect of the contract. 50% (Fifty percent) of the amount so deducted shall be refunded to the architect after the successful completion of the work and balance 50% of amount shall be refunded after the Defect Liability Period i.e. 12 months.

In addition to other provisions and conditions mentioned herein, security deposit / Retention Money, shall be liable to be forfeited in the following conditions also:

- a) If the Architect changes the rates of contract during the contract period or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time.
- 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 and/ or submitting documents which are fabricated or forged.
- 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.
- j) The Architect refuses or fails to execute the Work awarded to him as per the agreed timelines for various stages in the said

- work.
- k) If the Architect violates any of the applicable laws including rules, regulations, notifications, orders, directions, guidelines, Acts etc.
  - l) If any amount which ICAI becomes liable to pay to the Govt/ third party on behalf of any default of the Architect or any of his personnel/agents.

### **13. ICAI'S RESPONSIBILITIES**

The following shall be the responsibilities of the ICAI:

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

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

- 14.1. The Architect/Interior Designer shall keep the ICAI informed about the progress of work in its office.
- 14.2. The Architect/Interior Designer shall appoint specialized consultant (s), if necessary.
- 14.3. The Architect/Interior Designer shall furnish reports on topographical survey, soil conditions and soil tests etc. as required.
- 14.4. The Architect/Interior Designer shall be responsible for the direction and integration of the Consultants, and shall be fully responsible for the calculations, the design and periodic inspection and evaluation of the work entrusted to them.
- 14.5. The Architect/Interior Designer shall advise the ICAI on the time schedule (Bar Chart/PERT/CPM Network) prepared by the contractors for the completion of work, if required.
- 14.6. The Architect/Interior Designer shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the ICAI.
- 14.7. Any professional services to be rendered by the Architect/Interior Designer at the instance of the ICAI after the agreed project completion period shall be compensated for on mutually agreed terms.
- 14.8. The Architect/Interior Designer 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.
- 14.9. The liability of architect for his failure to exercise all reasonable skill care and diligence in the discharge of his duties shall be limited to 3 years after virtual completion of the works.
- 14.10. The Architect/Interior Designer 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/Interior Designer.

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

14.12. The Interior Designer/Architect and Project Management Consultant shall supply minimum following set of drawings and documents free of cost as herein mentioned:

**A. Pre-Construction stage**

**3 Sets & 1 CD**

**B Construction Stage**

**1 3 Sets + 1 CD to ICAI**

**2 1 Set to Site Engineers**

**3 3 Sets to Contractors / Specialist Agencies**

**C On completion**

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

**E. To Public Authorities (for approval of the scheme)**

**As required**

#### **14.SCHEDULE OF COMPLETION OF WORK:**

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

1. First Phase within a period of \_\_\_\_\_ months from the date of this agreement.
2. Second Phase within a period of \_\_\_\_\_ months from the date of completion of the first stage.
3. Third Phase within a period of \_\_\_\_\_ months from the date of completion of the second stage.
4. Fourth Phase within a period of \_\_\_\_\_ months from the date of completion of the third stage.
5. Fifth Phase within a period of \_\_\_\_\_ months from the date of completion of the fourth stage.
6. Sixth Phase within a period of \_\_\_\_\_ months from the date of completion of the fifth stage.
7. Seventh Phase within a period of \_\_\_\_\_ months from the date of completion of the sixth stage.
8. Eighth Phase within a period of \_\_\_\_\_ months from the date of completion of the seventh stage.
9. Ninth Phase within a period of \_\_\_\_\_ months from the date of completion of the eighth stage.
10. Tenth Phase within a period of \_\_\_\_\_ months from the date of completion of the ninth stage.
11. Eleventh Phase within a period of \_\_\_\_\_ months from the date of completion of the tenth stage.
12. Twelfth Phase within a period of \_\_\_\_\_ months from the date of completion of the eleventh stage.

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

#### **16 CONSTRUCTION/ REPAIRING COST**

The construction/ Repairing cost of the Project shall be Rs. 20 Lacs.

#### **17 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS:**

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

#### **17.COPYRIGHT:**

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

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

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

#### **16. LIQUIDATED DAMAGES:**

If the performance of work/services is delayed beyond time schedule due to reasons attributed to the Architect, the Architect shall pay the liquidated damages to ICAI for delay but not by way of penalty to the ICAI, an amount calculated at the rate of ¼ % of the total fees/charges payable under the contract for every week for delay or part thereof, and the ICAI will be at liberty to deduct the said amounts from any amount due to Architect from the ICAI. The total amount of such compensation for delay will, however, be limited to a maximum of 10% payable under the contract. This is without prejudice to any other remedy available to the ICAI under the agreement.

#### **17. INDEMNITY:**

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

#### **18. PENALTY:**

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

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

of such bidder for suitable action thereon by them. The Institute also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the consultant.

In addition to the Liquidated damages, 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;

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

#### **19. RESERVATION CLAUSE:**

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

#### **20. 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.

#### **21. 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 referenceto, or any liability to, any person not a Party to this Agreement.

#### **22. TERM:**

If not earlier terminated or otherwise this Agreement shall be co-terminus with the completion of the Project.

#### **23. 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 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 hereinor the extended time which may be granted by the ICAI in itssole 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 Performance Security Deposit submitted by the Architect shall be forfeited. However, the termination notice may be revoked provided the Architect rectifiesthe 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 givin 30 days' advance written notice without assigning reason subject to completion of awardeddispatch 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.

## **24. CONSEQUENCES UPON TERMINATION**

- (i) In the event of termination of contract, for any reason whatsoever, no liability whatsoever shall exist on the part of ICAI on account of the termination of the contract.
- (ii) Upon termination of the Contract for whatsoever reason, the Architect shall handover the clean, peaceful and vacant possession of the site to ICAI. Any amount or money i.e. advance already given to the Architect in whatever respect by the ICAI and the same has not been utilized for the purpose, would also need to be returned to the ICAI.

- (iii) Further, any drawing, unused material, articles etc. in whatever form shall also be returned to the ICAI with unfettered right of ICAI to use it in its original form or modified form or in any other form whatsoever. It is specifically clarified that any completed work (whether fully or partially), material, drawing, documents, documentations, etc. shall be the property of ICAI, all its rights shall vest in the ICAI and the Architect have no right on such work, material etc.

## **25. 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 one 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. The Seat of Arbitration shall be held at **Kolkata, West Bengal** 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.

## **26. JURISDICTION:**

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

## **27. 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 agreements 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.

**28.ASSIGNMENT:**

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

**29.ENTIRE AGREEMENT:**

This Agreement including all the terms and conditions of the Tender document constitutes the entire Agreement between the two parties concerned. Any previous written or oral agreement relating to this subject matter 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.

**30.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 .....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: The Institute of Chartered Accountants of India,  
ICAI Bhawan,7, Russel Street, Kolkata-700071,West Bengal**

**For Architect:**

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### **31. SEVERABILITY:**

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

### **32. WAIVER:**

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

### **33. 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.

### **34. 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.

### **35. FALL BACK ARRANGEMENTS:**

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

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 herein above first mentioned.

SIGNED AND DELIVERED FOR  
AND ON BEHALF OF THE  
INSTITUTE OF CHARTERED  
ACCOUNTANTS OF INDIA

SIGNED AND DELIVERED BY THE  
ARCHITECT'S & ITS DULY  
AUTHORIZED OFFICIAL

**Signature:**

**Signature:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Mobile No:**

**Mobile No:**

## PART –II FINANCIAL BID

(On the Letterhead of the Bidder)

The Technically qualified bidder is required to submit the financial bid in the following format. The rates quoted by the Technically qualified bidder shall be exclusive of GST as applicable. Financial Bid will be submitted in a separate sealed envelope superscripting thereon “Financial Bid” .

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

Note: Financial Bid Opening of price quote of finally selected Architect/ Consultant/Firm (price quote to be in the form of professional fee as a percentage of estimated cost of proposed work).

Name:

Date:

Sign:

Address with Phone No and E Mail ID:Stamp: