

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

**TENDER FOR APPOINTMENT OF ARCHITECT FOR PROVIDING
ARCHITECTURAL AND PMC SERVICES FOR MISC RENOVATION
WORKS OF (G+6 STORIED BUILDING) OF ICAI BHAWAN, AT 7,
RUSSEL STREET, KOLKATA 700071 (cost of works approx. Rs. One
Crore).**

PART – I: TECHNICAL BID

Submitted by-

M/s. _____

Address _____

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

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

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi – 110002

PART – I

Technical Bid and Commercial Terms and Conditions

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NOTICE INVITING TENDER

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)
Head Office: 'ICAI Bhawan', Indraprastha Marg, New Delhi – 110002

Regional Council Office (East): ICAI Bhawan, 7 Russell Street, Kolkata-700071

Regional Office (East): ICAI Bhawan, 382/A, Prantik Pally, Rajdanga, Kasba, Kolkata – 700107

ICAI invites bids, in prescribed format, from experienced and reputed Architectural firms / Architects for appointment of Architect for providing services for **MISC RENOVATION WORKS & PMC SERVICES OF (G+6 STORIED BUILDING) OF ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA 700071 (cost of Works approx. Rs. 1 Cr).**

The last date of receipt of duly filled in bid is 02/9/22. The detailed terms and conditions/Tender are available at ICAI's website **www.icai.org & www.eirc-icai.org**

Secretary, ICAI

SECTION-I

IMPORTANT INSTRUCTIONS TO APPLICANTS

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

Bids are invited from interested bidders fulfilling the eligibility criteria as laid down herein for appointment of Architect for Providing services for **MISC RENOVATION WORKS & PMC SERVICES OF (G + 6 STORIED BUILDING) OF ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA 700071.**

1. The application form, the eligibility criteria and the detailed time schedule is available in the "Tender" section on ICAI's web site **www.icai.org and www.eirc-icai.org**.

Prospective bidders are required to submit their full bio-data / profile giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, in-house computer aided design (CAD) facilities etc. in the enclosed Formats. Technical and Financial Bid must be submitted in separate sealed envelopes clearly mentioning as "Technical Bid" and "Financial Bid" and both the sealed envelopes to be put into another sealed envelope and it should be super scribed as **"TENDER FOR APPOINTMENT OF ARCHITECT FOR PROVIDING SERVICES FOR MISC RENOVATION WORKS & PMC SERVICES OF (G+6 STORIED BUILDING) OF 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 so as to reach **on or before 02.9.22 at ICAI Bhawan, 7 Russel Street, Kolkata-700071 or ICAI Bhawan, 382/A, Prantik Pally, Rajdanga, Kasba, Kolkata-700107, (Near Acropolis Mall)**

2. Bids received after the stipulated date and time shall not be entertained. The ICAI shall not be liable for any postal delays whatsoever and Bids received after the stipulated time/date are liable to be rejected summarily without giving any reason.
3. In case of incomplete submissions, ICAI shall be under no obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and shall not consider for further evaluation.
4. The sealed Bids are to be submitted on the business letterhead of the bidder duly stamped and signed and dated on each page. Details/supporting documents wherever applicable, if attached with the Bid should be duly

authenticated by the bidder. No over writings shall be accepted unless authenticated with full signature of the bidder.

5. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part for the proforma and serially numbered.
6. The tender fee is Rs. 2,000/- + GST (nonrefundable) in the form of Demand Draft in favour of "**Secretary, The Institute of Chartered Accountants of India**" payable at New Delhi along with Tender. Without Tender Fee, the Bid will not be considered.
7. The Bidder Shall submit its Bid along with **EMD of Rs.25,000/- (Rupees twenty-five thousand only)** in the form of demand draft 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.
8. EMD is to be submitted by all bidders irrespective of their status/ registration as MSME.
9. Joint Venture / consortia of firms / companies shall not be allowed to participate in the Bidding process and if it is found at any stage before and after award of work, the EMD, any other security deposit and / or any other sums payable to such JV / Consortia/ companies, ICAI shall forfeited such security or other sums payable. Further contract, if already awarded, without prejudice of any other rights or remedy available to ICAI under any of the clauses of this General Condition of Contract (GCC), shall stand terminated.
10. The Bid not accompanied with EMD as afore said shall be rejected forthwith. EMD of the unsuccessful bidders will be returned within 7 days of opening of Financial Bids.
11. Return of EMD to unsuccessful Bidder:

In case of unsuccessful bidder, the EMD shall be returned.
12. The EMD may be forfeited if:
 - i. The Bidder modifies its application price any time after submission of Bid and after being declared as successful bidder

- ii. The bidder withdraws its/his offer during the period of tender validity or non-acceptance of Letter of Intent by the successful Bidder.
 - iii. The Bidder founds to be indulged in Canvassing in any form in connection with RFP/ tender.
 - iv. The Bidder founds to be suppressing the information or furnishing wrong or incomplete information.
 - v. The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP/ tender.
- 13.** The ICAI reserves the right to accept any or reject all the bids without assigning any reasons whatsoever.
- 14.** The amount quoted by the bidder shall be inclusive of visit, transportation, stay, boarding / lodging charges etc.
- 15.** Before submitting Bid, the Bidders are advised to visit the **ICAI BHAWAN, 7 RUSSEL STREET, KOLKATA 700071**
- 16.** As time is the essence of a contract, the ability and competence of the bidders to render required services within the specified time frame, will be a major factor while deciding the selection of the Architect.
- 17.** The Bid shall be signed by the person(s) on behalf of the organization having necessary Authorization/ Power of Attorney. Each page of the Tender shall be signed (copy of Power of Attorney/ Memorandum of Association/Partnership Deed shall be furnished along with the Bid).
- 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 bid.
- 19.** Both the forms of Tender (original and duplicate copy) shall contain copies of all the enclosures separately. In case of discrepancy between original & duplicate, the contents of the original shall be treated as correct. The Tender Form issued by the ICAI/ downloaded from the ICAI website only shall be used for signature and submission to the ICAI.
- 20.** While filing up the bid with regard to the list of important projects completed or on hand, bidders shall only include those works which individually cost not less than Rs. 50 lakhs.

- 21.** The Architect shall visit the site as and when required to inspect and render necessary advice for the ongoing construction works/activities at site.
- 22.** The bidder shall have practicing office at **Kolkata** with adequate number of supporting staff at senior and middle level and individual telephone/mobile facility along with all the necessary equipment's required for the smooth functioning of the Comprehensive Architectural services.
- 23.** Misc. renovation works & PMC services to be rendered by the Architect (in brief): -
 - a. Prepare sketch designs, making revisions till sketch designs are finally approved by the ICAI and making preliminary estimates of cost.
 - b. To prepare Architectural working drawings including design and all other drawings for the proposed renovation work.
 - c. To scrutinize applications for empanelment of contractor and other service providers for renovation works.
 - d. To draw detailed specifications, estimates, draft tender for all components/parts of the renovation work.
 - e. To submit Assessment Reports on tenders received with comparative statements and recommendations for award of work.
 - f. To visit the project site as and when required by the ICAI.
 - g. To keep ICAI informed regarding progress of work in his Office and site as well.
 - h. To submit in detail quantities of Steel, Cement or any other material actually consumed during the construction as & when required by ICAI.
 - i. To submit in detail comparison statements, variation statements or any other statement required by ICAI along with valid relevant justifications depicting financial and other impacts therein.
 - j. To render assistance to the ICAI for settlement of initial ratable value.
 - k. All other services connected with the following proposed works, its advice and guidance-
 1. Leakage and water proofing of entire building (exterior) including roof.
 2. Re-plastering of entire exterior building.
 3. Design for setting up of Members' Lounge and facilities thereof at Ground floor by truncating the existing EIRC Library.
 4. Renovation / Refurnishing of Reception at Ground Floor.
 5. Renovation of Council Hall / Chairman and other Regional Council Members Rooms and Room of EIRC Secretariat at 4th Floor and any other work as it merits or required at the time of such renovation.
 6. Installation of UPVC (Fenesta) windows of entire building at all floors.
 7. Repair of plumbing connections and Toilets of all floors/entire building.
 8. Any other works usually and normally rendered by the Architects and not referred to in above including complete supervision, administration & management of contract(s) entered into with Contractor/Vendor by ICAI for completion of the renovation work and certification of Bills/payments.
- 24.** Bids containing false and/or incomplete information are liable for rejection and forfeiture of EMD. The ICAI may obtain the Confidential Reports from the

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

25. Decision of the ICAI regarding selection of the Architect shall be final and binding.
26. Architects shall submit their financial offers/bids in a separate sealed envelope. Selection of Architect for the renovation work will be based on the evaluation criteria fixed by the ICAI.
27. The fee shall be firm and fixed during the period of contract and no escalation in fees shall be allowed under any circumstances.
28. For any queries, the bidders may send email at email id: pallab@icai.in & amit.paul@icai.in. Online Pre bid meeting will be held on 22.8.22 at 12.00 noon. . Link for the same will be hosted on website www.eirc-icai.org prior to the meeting. ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued on the website of the Institute shall become part of bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance. For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/revised price, if any.
29. ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective bidder, issue amendment in the form of addendum during the bidding period and subsequent to receiving the bids. Any addendum thus issued on the website of ICAI shall become part of bidding document and bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.

30. REPRESENTATIONS AND WARRANTIES:

The Bidder represent and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this tender document and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other permits, licenses and actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender.
- c) It has the financial standing and capacity to undertake the Project in

accordance with the terms of this Tender/ ensuing agreement.

- d) In providing the Services, it shall use reasonable endeavors not to cause any disruption to ICAI's normal operations
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- f) The information furnished in the Tender document and as updated is true, accurate and nothing is concealed or suppressed in the Tender document submitted.
- g) The execution, delivery and performance of work under this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- h) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender/ RFP or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender/ RFP or ensuing Agreement.
- i) It has not violated or defaulted with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement.
- j) It has complied with Applicable Laws and has not been subjected to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- k) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services under the tender documents.
- l) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact

necessary to make such representation or warranty not misleading.

- m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for award or promise to award of work under this Tender or for influencing or attempting to influence any person associated with ICAI in any manner whatsoever in connection with this Tender.

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

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

32. AWARDING OF WORK:

The work shall be awarded to the Architect based on competitive bidding.

33. SUB – LETTING OF ASSIGNMENTS:

The successful Bidder shall not assign or sub-contract the work to any other person/entity in whole or in part(s), to perform its obligation under the Contract, without the ICAI's prior written consent.

34. INDEMNITY:

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

35. ARBITRATION:

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions mentioned in this document or any agreement arising there under, or any order placed, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. In case of failure by the Parties to appoint mutually agreed Sole Arbitrator, it is open for the Parties to invoke the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, for appointment of an Arbitrator. The provisions 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.

36. JURISDICTION:

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

37. SEVERABILITY CLAUSE:

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

38. WAIVER:

Any term or condition of this Contract may be waived at any time by any party that is entitled for any benefit under this Agreement. Such waiver must be in writing and must be executed by an authorized officer/representative 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 this Agreement shall not be considered as a waiver of such right, remedy or provision available under the same.

39. 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 person at the risk and cost of the defaulting Architect..

SECTION – II

ELIGIBILITY CRITERIA

Bids are invited in the prescribed proforma from the Partnership firms of Architects / practicing Architects and the bidder shall fulfill the following eligibility criteria:

- (i) The Bidder should be a registered member of the Council of Architecture, New Delhi, India.
- (ii) The bidder should have completed planning and designing of renovation work of at least three Projects comprising of multi-storied Colleges/ Schools/ Institutional/ Office Buildings preferably for Government/ Semi-Government/ Government of India Undertaking/ Multinational companies, during last 5 years ending **31.03.2021**.
- (iii) The Bidder should have proper and qualified supporting staff and infrastructural facilities and experience in the field for not less than 5 years.
- (iv) Architects /Architectural firms should have its head office at **Kolkata**. Bidder should also submit the IT returns from same city for last three years and should have PAN Card issued from the same city.
- (v) The Bidder should have minimum average annual turnover of Rs. 25,00,000/- (Rupees twenty lakh) in the last **5** (Five) financial years ending **31.03.2021**. The bidder should not have incurred losses during the last 3 (Three) financial years. [For the purposes of turnover only the 'fee' received on account of Architectural shall be considered.]
- (vi) In addition to the above, the following information/documents should also be submitted along with the bid by the Tenderers:
 - 1. Income Tax Returns & GST returns for previous Five years starting from 31-3-2016 to 31-3-2021 in original or certified true copies,
 - 2. Copy of Permanent Account Number (**PAN**) for income tax purpose.
 - 3. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed.
 - 4. Registration certificate with the Council of Architecture.
 - 5. GST Registration certificate.
 - 6. Power of attorney in favour of Partner submitting the tender, in case of Partnership firm.
 - 7. Audited Balance Sheets for the last 5 Financial Years starting from FY 2016-17.

SECTION – III
SCHEDULE SCOPE OF WORKS/SERVICES

Scope of Services:

The scope of Services to be performed by the selected Architect relating to the MISC RENOVATION WORKS & PMC SERVICES OF (G+6 STORIED BUILDING) OF ICAI BHAWAN, 7, RUSSEL STREET KOLKATA 700071 shall be as mentioned under **serial number 23** of this Tender document.

SECTION – IV

SCHEDULE OF PAYMENTS

Architectural & PMC Services

S. No	Payment Stage-wise	Description of work	% of total fees payable
1.	Stage 1	Mobilization Advance	20 % of the Total Fee
2.	Stage 2	On completion of 20% of renovation work	40% of fee estimated less payment made in stage 1
3.	Stage 3	On completion of 40% of renovation work	50% of fee estimated less payment made in stages 1 & 2
4.	Stage 4	On completion of 60% of renovation work	70% of fee estimate less payment made in stages 1 to 3
5.	Stage 5	On completion of 80% of renovation work	80% of fee estimate less payment made in stages 1 to 4
6.	Stage 6	On completion of 100% of renovation work	90% of fee estimate less payment made in stages 1 to 5
7.	Stage 7	On completion of Defect Liability Period (12 months from date of completion)	100% of total fees less payment made for stages 1 to 6

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

SECTION – V

EVALUATION CRITERIA

(After Qualifying as per given eligibility criteria)

S. No.	Criterion	Maximum Marks
A	Organizational and Professional Strength	60
(i)	<p>Period of Architectural Practice* up to the date of issue of EOI Upto 5 years – Marks 1.5 More than 5 years – Add 0.75 Mark (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>	15
(ii)	<p>Professional Strength of the Architect who are Principal Owner/ Partner of the Applicant firm.</p> <p>Marks to be awarded based on the personal CV demonstrating design innovation, achievements in terms of quality of design works, landmark buildings, publications, honours and awards received from national and international professional bodies, representation on international and national professional forums etc.</p>	15
(iii)	<p>Professional strength - Architecture In-house Architects employed with the applicant firm: Architects (with B.Arch. degree or equivalent) Marks 'per employee' on experience*: >15 years: 2.25 marks >7 and upto 15 years: 1.5 marks >3 and upto 7 years: 0.75 mark IMPORTANT: 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*: >15 years : 03 marks >7 and upto 15 years: 2.25 marks >3 and upto 7 years: 1.5 marks</p> <p>* Experience shall be counted only after the date of declaration of result of the qualifying exam.</p>	15
(iv)	Project Management Consultants (in house)	5

(v)	Professional Strength – Civil and Structural Engineering Presence of professionals either in-house or with the lead architect associated* with the applicant Civil Engineers (B.E./B.Tech Civil or equivalent) Quantity Surveyors Mark 'per employee' on experience: >15 years : 02 marks >7 and upto 15 years : 01 marks >3 and upto 7 years: 0.50 mark	10
	If the applicant has in-house professional strength in this category, then 1 Bonus Mark shall be awarded. This bonus mark will be added to the total marks secured for organizational and professional strength subject to maximum marks allocated.	
	IMPORTANT: List of all such persons with their field of specialization and tenure of work with the firm to be furnished as per prescribed formats given as annexure. Only qualified salaried staff employed for more than one year as on date of issue of the EOI shall be considered. Please provide supportive documentary evidence of employment. Principals/Partners will be counted for this purpose.	
B	Experience of Work	20
(vi)	Quality of Designs of Works Completed. (Mark will be awarded by the Committee based on architectural works completed)	20
C	FINANCIAL CAPABILITY	20
(vii)	Gross Financial turnover in last five financial years Up to Rs.25.00 Lakhs – Marks 3.0 More than Rs.25.00 Lakhs – 1 Mark for every Rs.10.00 Lakhs (or part thereof) subject to limit of maximum marks. IMPORTANT: Audited financial results of all relevant years and summary to be Submitted. Gross Financial turnover shall mean the sum total of the Annual Financial turnovers in last five financial years of the applicant firm. For the purposes of turnover only the 'fee' received on account of Consulting services shall be taken into account.	20
	TOTAL A to C	100

Note:

- i. Evaluation of Professional Strength and Experience of work shall be done on the basis of list of projects submitted by the applicant.

- ii. 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.
- iii. Information as sought is to be given by individual applicant or architect separately.
- iv. Ongoing projects and/or virtual completion shall be considered for evaluation only wherever specified in the particular evaluation criteria.
- v. Gross Built-up Areas mentioned are for one single project unless stated otherwise in the particular evaluation criteria.
- vi. Wherever sought, "experience" as on date of issue of EOI shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
- vii. To be eligible for qualifying, the bidder must secure at least 45% marks in aggregate.

SECTION - VI
Information to be Furnished by the Bidders

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

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

Name & Signature:

Full address, office seal & Date:

Format 1

Composition of the Firm

1	Name of the firm: (Attach an attested photocopy of Certificate of Registration)	
2	Legal Status of the Firm: (Partnership firm /firm/Agency/Joint Venture)	
3(a)	Registered Address:	
	PAN Details	
	GST Registration Number	
	Whether Registered under Shops and Establishment Act? If so, the details thereof.	
3(b)	Telephone:	
3(c)	FAX/Tele-fax:	
4(a)	Contact Person	
4(b)	Designation	
4(c)	Full Postal Address:	
4(d)	email id	
4(e)	Mobile no.	
	Land Line No.	
5.	Number of years of experience:	
6.	Number of similar eligible works executed during the last five years:	
7.	Names, addresses and titles of Partners:	
8.	State whether in-house expertise is available for all services/sub-systems.	
9.	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement?	
10.	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.	
11.	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	
12.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted?	
13.	Whether the Applicant is involved in frequent litigations in the last five years? If yes, the details thereof.	

Signature, date and stamp of the Applicant /Authorized representative

Format 2

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

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

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

Signature, date and stamp of the applicant / Authorized representative

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

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

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

Signature, date and stamp of the applicant /Authorized representative

Format 3(A)

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

DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST FIVE YEARS

Sr. No	Name and address of the Client	Details of the work									Whether copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work etc and the corresponding completion and TDS certificates indicating actual date of completion and actual value of executed similar eligible works in proof of the work experience have been attached
		Name and location of the project	Scope of the work	Value of the work	Date of award/ actual commencement of the work	Time allowed for completion of the work	Date of Completion of work	Reason for delay, if any	Whether Liquidated Damages / penalties, if any, imposed?	Litigation/ Arbitration, if any With details.	

Note:

The applicants are required to provide the Documentary Proof in respect of the information furnished above.

Signature, date and stamp of the Applicant/
Authorized representative

Format 3(B)

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

Sr. No.	Name and address of the Client /Firm (also indicate whether Government / Semi Government /Government of India Undertaking or Private body)	Details of the officers/ authorities/contact executives under whose control the work(s) was/ were executed					
		Name	Postal address	e-mail IDs	Telephone (mobile) nos.	Fax nos.	Telephone (landline) Nos.

Signature, date and stamp of the Applicant / Authorized representative

Letter of Application

(On the original letter head of the Applicant)

**To,
The Secretary,
The Institute of Chartered Accountants of India,
ICAI Bhawan, 382/A, Prantik Pally, Rajdanga,
Kasba, Kolkata – 700107,
(Near Acropolis Mall/ Beside Garden High School)**

Date:

SUBJECT: TENDER FOR APPOINTMENT OF ARCHITECT FOR MISC RENOVATION WORKS & PMC SERVICES OF (G+6 STORIED BUILDING) OF ICAI BHAWAN, 7, RUSSEL STREET, KOLKATA-700071.

Dear Sir,

1. With reference to your Tender Document dated, I/we, M/s
... ..having examined the Tender and understood their contents, hereby submit our proposal/ offer Bid for appointment of Architect for the above cited project, in full conformity with the said Tender. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that the proposal is unconditional and unqualified.
2. We have enclosed herewith a Demand Draft Draft bearing No.
dated Issued by Bank for an amount of Rs.
...../- inclusive of GST drawn in favour of "Secretary, The Institute of Chartered Accountants of India" payable at New Delhi, against Tender Fee.
3. We have enclosed herewith a Demand Draft bearing No.
dated Issued by Bank for an
amount of Rs./- drawn on New Delhi, in favour of "**Secretary, The Institute of Chartered Accountants of India**" towards EMD.
4. We agree to abide by the terms and conditions of this Tender, consisting of this letter, the Proposal, the duly notarized written power of attorney, and all attachments, from the date fixed for submission of Proposals as stipulated in the Tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of the validity period.
5. All information provided in the proposal and in the Appendices, is true and correct and all documents accompanying such proposal are true copies of their respective originals and accept that any misinterpretation contained in it may lead to our disqualification. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall be binding on me/us.

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

16. This application/ Bid is made/ submitted with full understanding that:

- (a) Bids of applicants will be subject to the verification of all information submitted for appointment at the time of bidding.
- (b) ICAI reserves the right to:
 - i. Amend the scope and
 - ii. Reject or accept any Bid, cancel the appointment process and reject all Bids

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

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

Signature:

Name:

(For and on behalf of _____)

Encl:

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

ANNEXURE - II

This agreement is made on this the.....day of.....2022 at 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') which expression shall, wherever the context so admits, mean, and include its successors, assignees, etc. of the ONE PART

AND

M/s. _____ having its Registered Office at _____ (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 are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS

1. ICAI is seized and possessed of its one of the offices (Ground + 6 Storied building) 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 open Tender for appointment of Architect. The Architect was selected after the due tender process.
2. The Architect is an individual/ a firm of Architects in existence for a long time and having good experience in providing professional architectural and project management consultancy services. 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 renovation work and has examined and considered all other matters, conditions and possible contingencies, and all the matters incidental thereto and has offered to execute the said work.
3. ICAI accepted the offer of Architect for executing the said work and conveyed its acceptance vide letter no _____, dated _____, at the rate(s) stated in the Schedule – 'A' annexed hereto upon the terms and subject to the conditions hereinafter appearing.
4. The Tender documents including the Notice Inviting Tender, Instructions to Bidders, General Conditions of Contract, General Obligations, Time Schedule for providing services, Letter of Intent, Letter of Acceptance, Annexures, Appendices and instructions as may be issued from time to time by the ICAI shall form 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 except the terms and conditions

of the tender in respect of this transaction unless expressly mentioned herein and is finally agreed understanding between the Parties hereto.

6. Based on the above declaration and assurances, the Parties hereto have decided to reduce the terms and conditions of the agreement into writing as hereinafter appearing.

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

1. REPRESENTATIONS AND WARRANTIES

The Bidder represent and warrants to ICAI that:

- n) 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.
- o) It has taken all necessary corporate and other permits, licenses and actions under laws applicable to its business to authorize the execution of the services to be rendered and to validly exercise its rights and perform its obligations under this agreement.
- p) It has the financial standing and capacity to undertake the renovation work in accordance with the terms of the agreement.
- q) In providing the Services, it shall use reasonable endeavors not to cause any disruption to ICAI's normal operations
- r) The information furnished in the Tender document and as updated is true, accurate and nothing is concealed or suppressed in the Tender document submitted.
- s) The execution, delivery and performance of work under this contract 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.
- t) 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 the contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under the contract.
- u) It has not violated or defaulted with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under the contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under the contract.

- v) It has complied with Applicable Laws and has not been subjected to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under the contract.
- w) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services under the contract.
- x) 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.
- y) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for award or promise to award of work under this Tender or for influencing or attempting to influence any person associated with ICAI in any manner whatsoever in connection with this Tender.

2. Scope of Work

Misc. renovation works & PMC services to be rendered by the Architect (in brief): -

- l. Prepare sketch designs, making revisions till sketch designs are finally approved by the ICAI and making preliminary estimates of cost.
- m. To prepare Architectural working drawings including design and all other drawings for the proposed renovation work.
- n. To scrutinize applications for empanelment of contractor and other service providers for renovation works.
- o. To draw detailed specifications, estimates, draft tender for all components/parts of the renovation work.
- p. To submit Assessment Reports on tenders received with comparative statements and recommendations for award of work.
- q. To visit the project site as and when required by the ICAI.
- r. To keep ICAI informed regarding progress of work in his Office and site as well.
- s. To submit in detail quantities of Steel, Cement or any other material actually consumed during the construction as & when required by ICAI.
- t. To submit in detail comparison statements, variation statements or any other statement required by ICAI along with valid relevant justifications depicting financial and other impacts therein.
- u. To render assistance to the ICAI for settlement of initial ratable value.
- v. All other services connected with the following proposed works, its advice and guidance-
 - 9. Leakage and water proofing of entire building (exterior) including roof.
 - 10. Re-plastering of entire exterior building.
 - 11. Design for setting up of Members' Lounge and facilities thereof at Ground floor by truncating the existing EIRC Library.

12. Renovation / Refurnishing of Reception at Ground Floor.
13. Renovation of Council Hall / Chairman and other Regional Council Members Rooms and Room of EIRC Secretariat at 4th Floor and any other work as it merits or required at the time of such renovation.
14. Installation of UPVC (Fenesta) windows of entire building at all floors.
15. Repair of plumbing connections and Toilets of all floors/entire building.
16. Any other works usually and normally rendered by the Architects and not referred to in above including complete supervision, administration & management of contract(s) entered into with Contractor/Vendor by ICAI for completion of the renovation work and certification of Bills/payments.

3. SCALE OF CHARGES AND MODE OF PAYMENT

SCHEDULE OF PAYMENTS

Architectural & PMC Services

S. No	Payment Stage-wise	Description of work	% of total fees payable
1.	Stage 1	Mobilization Advance	20 % of the Total Fee
2.	Stage 2	On completion of 20% of renovation work	40% of fee estimated less payment made in stage 1
3.	Stage 3	On completion of 40% of renovation work	50% of fee estimated less payment made in stages 1 & 2
4.	Stage 4	On completion of 60% of renovation work	70% of fee estimate less payment made in stages 1 to 3
5.	Stage 5	On completion of 80% of renovation work	80% of fee estimate less payment made in stages 1 to 4
6.	Stage 6	On completion of 100% of renovation work	90% of fee estimate less payment made in stages 1 to 5
7.	Stage 7	On completion of Defect Liability Period (12 months from date of completion)	100% of total fees less payment made for stages 1 to 6

- i. Payment to the Architect would be made on stage-to-stage basis as herein abovementioned. The percentage of the total fee as given there would be calculated on the cost as per the estimates prepared by the Architect and Project Management Consultants and approved by the ICAI/owner, till the tendered cost is known. As and when the tender cost is known, the payments made to the Architect and Project management Consultants based on estimates as aforesaid would be appropriately adjusted.
- ii. Progressive bill(s) not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed.

- iii. The ICAI will settle Architectural Services bills within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final. The final payment will be made on completion of Defects Liability Period of 12 months.
- iv. For the purpose of evaluating Architectural Services, the cost of the works shall include the final cost of construction including variations of all the works and materials purchased for which the Architect has rendered services but shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities, soil investigation and site survey and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.
- v. Obtaining Statutory approvals is included in the fees quoted by bidder i.e. no separate Fees/Amount will be paid on this account. However actual statutory fee will be paid by ICAI.
- vi. GST will be paid extra as applicable.

4. 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.

5. RETENTION MONEY

- a) 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 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 renovation work and balance 50% of amount shall be refunded after Defect Liability Period i.e. 12 months from the date of receipt of Completion Certificate from him or two months from the date of latest rectification of work, whichever is later. It is also agreed by the Architect that no Interest is payable on the Retention Money.
- b) In addition to other provisions and conditions mentioned in the Tender or in this Agreement, Retention Money shall be liable to be forfeited in the following conditions:
 - a. If the Architect changes the rates of contract during the contract period.
 - b. If the Architect withdraws his offer during the period of 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 or indulge in fraud and corruption/ corrupt practices in any form in connection with tender culminated into award of contract and this Agreement.
 - e. If the Architect/ Service Provider founds to be suppressing the information or furnishing wrong information or providing incomplete information.
 - f. The Architect assigns or sub-contracts the work under the contract without the prior written permission of the ICAI.
 - g. 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 his part to meet the delivery schedules or variation in the quality of services.

6. COST OF RENOVATION

The expected cost of renovation work will be **Rs. one crore.**

7. 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.

8. COPYRIGHT

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

9. ALTERATION IN SCOPE OF WORK AND CHANGE ORDER CALCULATION

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

10. LIQUIDATED DAMAGES

If the performance of work 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 agreement.

11. INDEMNITY

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

12. PENALTY

If the performance of services is delayed beyond time schedule due to reasons attributed to the Architect and if the same has not been otherwise extended by the Institute, the Architect shall pay penalty as under.

- a. $\frac{1}{2}$ percent of total value of contract, for each day of delay in case of services expected to be delivered within 7 days.
- b. 1 percent of total value of contract, for each day of delay in case of services expected to be delivered beyond 7 days, but upto 14 days.
- c. 2 percent of total value of contract, for each day of delay in case of services expected to be delivered beyond 14 days

The Institute, without prejudice to its rights remedies, reserves its right to forfeit the Retention money or any amount payable to the Architect towards the penalty for delay in completion of the work.

13.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.

14.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.

15.THIRD PARTIES:

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

16.TERM:

This agreement shall be co-terminus with the completion of the renovation work plus defect liability period.

17.TERMINATION:

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

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

- i.The Architect refuses to provide services which he is required to render under the Tender documents and contract or refuse to render the same within the time or in the manner or otherwise according to the Contract.
- ii.The Architect provides the services which are of sub-standard quality and /or not as per the original contract; unsatisfactory service or failure on his part to meet the delivery schedules or variation in the quality of services.
- iii.The Architect closes its business or no longer exists or becomes incapable of or unable to perform the services; dissolution of firm or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the service provider.

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

In all the above cases, the contract may be terminated by giving 30 days advance written notice to the Architect. However, the termination notice may be revoked provided the service provider rectifies the drawbacks/defaults within notice period to the satisfaction of the ICAI. No consequential damages shall be payable to the Architect in the event of such termination.

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

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

18.ARBITRATION:

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions mentioned in this document or any agreement arising thereunder, or any order placed, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. In case of failure by the Parties to appoint mutually agreed Sole Arbitrator, it is open for the Parties to invoke the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, for appointment of an Arbitrator. The provisions of 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.

19.JURISDICTION:

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

20.SEVERABILITY CLAUSE:

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

enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

21.WAIVER:

Any term or condition of this Contract may be waived at any time by any party that is entitled for any benefit under this Agreement. Such waiver must be in writing and must be executed by an authorized officer/representative 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 this Agreement shall not be considered as a waiver of such right, remedy or provision available under the same.

22. 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 person at the risk and cost of the defaulting Architect.

23.FORCE MAJEURE:

Notwithstanding anything contained in the Agreement, 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 Architect shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Architect shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *Force Majeure* event. In case a Force Majeure conditions exists for a period more than 15 days, ICAI may terminate the Contract.

24.ASSIGNMENT:

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

25.ENTIRE AGREEMENT:

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

superseded and cancelled. No representation, guarantee, modification or agreement shall affect this Agreement unless made in writing and executed with the same formalities.

26.NOTICE:

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

The designated correspondence addresses of the Parties are:

For ICAI:

For Architect:

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

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA BY ITS DULY AUTHORISED OFFICIAL

SIGNATURE:

NAME:

DESIGNATION:

PLACE OF POSTING:

IN THE PRESENCE OF

1)

SIGNED AND DELIVERED ON BEHALF OF ARCHITECT M/S. _____

IT'S DULY AUTHORISED REPRESENTATIVE

SIGNATURE:

NAME:

DESIGNATION

IN THE PRESENCE OF

2)

PART –II

FINANCIAL BID

(On the Letterhead of the Bidder)

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

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

Name:

Date:

Sign:

Address with Phone No and E Mail ID:

Stamp: