



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

TENDER

FOR

APPOINTMENT OF ARCHITECT/CONSULTANT FOR RENOVATION OF BUILDING INCLUDING STAIRCASE, TOILETS, FABRICATION WORK, LIFT REPAIR WORK, LANDSCAPE WORK AND INTERIOR WORKS ETC. AT ICAI BHAWAN, GUT NO. 72, BESIDES MIT COLLEGE, BEED BYPASS ROAD, SATARA PARISAR, CHHATRAPATI SAMBHAJINAGAR, MAHARASHTRA.

PART – I: TECHNICAL BID

Issued To: -

M/s.

Address

Address for Communication

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LAST DATE FOR SUBMISSION OF : 12th July 2023 up to 5:00 PM.
SEALED TENDERS

TOTAL NUMBER OF PAGES : 1 to 60

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

HEAD OFFICE: 'ICAI Bhawan', Indraprastha Marg, New Delhi -110002

NIT No. ICAI/WIRC/AURANGABAD BRANCH/001

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

Head Office: ICAI Bhawan, I.P. Marg, New Delhi-110002
Branch: ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass
Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra.

NOTICE INVITING TENDER

ICAI invite Tender (in Two Bid System) from the eligible, experienced and reputed bidders for the Appointment of Architect for Renovation of Building including Staircase, Toilets, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. at ICAI BHAWAN, Chhatrapati Sambhajnagar, Maharashtra.

The Tender along with detailed Terms & Conditions are available separately at ICAI's websites: www.icaai.org , www.wirc-icaai.org and www.aurangabad-icaai.org

The last date for receipt of tender is 12.07.2023 up to 17:00 Hrs.

Secretary, ICAI

Important Clarifications

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- 1.** "Assignment /Job" means the work to be performed by the ARCHITECT/ CONSULTANT's pursuant to the contract.
- 2.** 'Bid' may be interchangeably referred to as 'Offer'.
- 3.** Bidder/ Applicant/ ARCHITECT/ CONSULTANT means the eligible entity or firm of individual who is submitting its proposal for providing services to ICAI.
- 4.** "Contract" means the appointment letter /contract signed by the parties and all the attached Documents and the appendices.
- 5.** "Day" means calendar day.
- 6.** "Institute" - unless the context otherwise requires, the term "Institute" wherever used in this Document, shall mean "The Institute of Chartered Accountants of India" or "ICAI".
- 7.** "Parties"- party or parties means ICAI or Bidder / Selected Bidder / ARCHITECT/ CONSULTANT or both as the case may be.
- 8.** "Partner" means a professional sharing profit in the firm/ LLP as defined under Partnership Act and/ or Limited Liability Partnership Act.
- 9.** "Personnel/ Professional" means full time staff who is well-qualified to provide the consultancy and on the payroll of the bidder.
- 10.** "Proposal/ Bid" means the Technical Proposal and the Financial Proposal.
- 11.** 'RFP' or 'Tender Document' means the Request for Proposal document.
- 12.** 'Service Provider' refers to the successful bidder who provides the services to the ICAI after the contract is awarded by the ICAI, also abbreviated as 'SP'.
- 13.** 'Successful Bidder' refers to the bidder who gets selected by the ICAI after completion of evaluation process.

SECTION - I

IMPORTANT INSTRUCTIONS TO THE BIDDERS

1. The Bids are invited from interested bidders fulfilling the eligibility criteria as laid down herein for **Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra.**
2. The application form, the eligibility criteria and the detailed time schedule is available in the "Tender/EOI" section on ICAI's websites:
HO Website : www.icaai.org
Region Website : www.wirc-icaai.org
Branch Website : aurangabad-icaai.org
3. Prospective bidders are required to submit their full biodata / 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 facilities etc. in the enclosed formats. Technical Bid must be submitted initially in a sealed envelope clearly mentioned as "Technical Bid" and it should be superscripted as **"Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra"** addressed to **"The Branch Chairman"** and to be sent at the address given below either by registered post/speed post / or may be dropped in the designated tender box placed so as to reach on or before **12th July up to 5:00 PM** at **At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed by Pass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra.**
4. The Technical bids will be opened on **14th July 2023** at **12:30 P.M.** at **ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra.**, In the presence of bidders who may choose to attend the same.
5. The Technical and Financial Bids shall be submitted in separate sealed envelopes clearly mentioned as **"Technical Bid"** (Packet-I) and **"Financial Bid"** (Packet-II) and both the sealed envelopes to be placed together in a third wax / tape sealed cover super-scribing as **"Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed by Pass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra"** addressed to **"The Branch Chairman"** and be sent at the address given below either by registered post/speed post / or may be dropped in the designated

tender box placed so as to reach on or before 12th July up to 5:00 PM at **ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed by Pass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra.**

6. The tender fee is ` **1,180/-** including GST (non-refundable) in the form of Demand Draft in favour of "**Secretary, The Institute of Chartered Accountants of India**", payable at New Delhi along with Tender. Without Tender fee, the Bid will not be considered.
7. The Bidder shall submit its Bid along with Earnest Money Deposit (EMD) of **Rs. 40,000 (Rupees Forty Thousand Only)** in the form of Demand Draft drawn in favour of "Secretary, The Institute of Chartered Accountants of India", payable at New Delhi or in the form of Bank Guarantee. No FDR is permitted. The EMD shall be payable without any condition(s), recourse or reservations. EMD is to be submitted by all bidders without any exception. No interest shall be paid by the ICAI on the amount of EMD.
 - i. The ICAI reserves the right to accept any or reject all the Bids without assigning any reasons whatsoever.
 - ii. The amount quoted shall be inclusive of visit, transportation, stay, boarding / lodging charges etc.
 - iii. EMD of the unsuccessful bidders shall be returned without any interest after 30 days of award of work to the successful bidder. It is, further, specifically clarified that no interest shall be payable by the ICAI on the EMD amount.
 - iv. In case of successful bidder, the EMD may be returned after Successful Completion of Work. i.e. EMD of Successful bidder shall be converted into security deposit and no interest shall be paid on it.
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 shall stand forfeited. Further contract, if already awarded, without the prejudice of any other rights or remedy available to ICAI under any of the clauses of this General Condition of Contract (GCC), shall stand terminated.
10. The Bid not accompanied with EMD as aforesaid shall be rejected forthwith.
11. The EMD may be forfeited:
 - i. If the Bidder modifies its application price any time after submission of Bid and or after being declared as successful bidder

- ii. If the bidder withdraws its/his offer during the period of tender validity or non-acceptance of Letter of Intent by the successful Bidder.
 - iii. If the successful bidder refuses/fails to execute the Agreement.
 - iv. If the Bidder founds to be indulged in Canvassing in any form in connection with RFP/ tender.
 - v. If the Bidder founds to be suppressing the information or furnishing wrong or incomplete information.
 - vi. If the successful bidder 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.
12. 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/ Partnership Deed shall be furnished along with the Bid).
13. If the space in the proforma is insufficient for furnishing full details, such information shall be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets may be used for each part of the Tender.
14. 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.
15. The scale of fees payable for Repair, Renovation including structure retro-fitting and re-strengthening works (if required), Structural audit Report, Interior Design, site development, Graphic design & signage, detailed BOQ & Tender documentation etc. includes Pre & Post NOCs/Certificates etc. from concerned authorities as per Local Norms and ensuring seismic safety of existing buildings and certifying the longevity of Building Life.
16. The amount quoted shall be inclusive of visit, transportation, stay, boarding/lodging charges etc. as may be required for completion of the proposed Works.
17. As time is the essence of the contract, the ability and competence of the applicants/bidders to render required services within the specified time frame, will be a relevant factor while deciding the selection of the 'Architect/ Consultant'.
18. Applicants/bidders shall enclose testimonials of having completed similar high rise and high value projects of rendering good quality Interior design services and repairs works of structure (Re-strengthening and retro-fitting, if required) within the stipulated time from major public sector undertakings/large industrial establishments/private Buildings etc.

19. The Architect/ Consultant shall make at least two visits to the project site on Weekly basis and further as and when required by ICAI to inspect and render necessary advice for the ongoing works. The fee payable to Architect shall include charges for the site visits and / or for any meetings at Offices of ICAI, all travelling expenses, lodging & boarding expenses, local travel / transport charges up to the extent of minimum four visits per month by the professionals / Architect/Structural Consultant.
20. Before submitting application, the Applicant is advised to visit, **ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra** on any working day between 10.30 AM to 5.00 PM to see and assess the existing physical condition, Nature and Scope of works to be executed and estimated cost to be incurred for the purpose of understanding the Architectural fee to be quoted and drafting a Tender for appointment of Contractor in this regard.
21. **VALIDITY PERIOD** - The Bid shall be valid for a period of **90 days** from the stipulated last date for submission of bids. The overall offer, including key personnel proposed for the assignment and bidders quoted prices shall remain unchanged during the period of validity. In case the Bidder withdraws modifies, or changes their offer during validity period, the Earnest Money Deposit or any other amount payable by them shall be forfeited forthwith, without assigning any reason thereof.
22. The bidder shall have office at **Chhatrapati Sambhajnagar, Maharashtra** or **its adjacent cities lying within range of 300 km** 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. Phases of Services to be rendered by the Architect/ Consultant (in brief) are as follows:

PART – I: Liaisoning

To Liaison with the relevant authorities concerned as & when required to obtain necessary approval, sanction, NOCs etc. required to implement the Project (as per modifications in the buildings finalized by the Competent Authority of ICAI), If any.

PART – II : Execution

Preparing & issuing all Good for Construction Drawings and making visits on Weekly basis and as required by ICAI.

Any other services connected with the said works usually and normally

rendered by the Architect/ Consultant and not referred to in above.

1. 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.
2. Decision of the ICAI in regard to selection of the Architect shall be final and binding.
3. Architects shall submit the financial offers/bids in a separate sealed envelope. Selection of Architect for the project will be based on the evaluation criteria fixed by the ICAI.
4. The fee shall be firm and fixed during the period of contract and no increase in fees shall be allowed under any circumstances.
5. ICAI reserves all rights at any time to reject any or all Tender/ Bid at any stage and/or time, fully or partly for whole process and/or for particular Bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or time or vary all or any of these terms and condition or replace fully and/or partly for whole process and/or for particular Bidder or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of the ICAI shall be final and binding on all the bidders.
6. ICAI or its representatives shall not entertain any bidder during the period of the selection of Successful Bidder/ Service Provider is in process.
7. In no case, the request of bidder for change or modification in any of the terms and conditions related to tender shall be entertained. Further, tender bearing any condition will be summarily rejected.
8. For any queries, the Bidders may contact **Mr. Ganesh Bhalerao** (Chairperson of Aurangabad Branch of WIRC of ICAI) at his Mobile No. : 9370453668, 9970588885 or e-mail at aurangabad@icai.org
9. 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.

10. The Pre-Bid Queries (if any) shall be sent by the Bidder on email id aurangabad@icai.org on or before **06.07.2023 up to 10.00 AM.**

11. Pre-bid meeting will be held at: **04:00 P.M. on 7th July 2023 at ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra.** A Web-link for attending the Pre-Bid Meeting online will be hosted on website prior to the meeting.

DOCUMENTS COMPRISING THE BID

ICAI intends to fully evaluate the Technical and Financial bids, therefore, Bidder is advised to furnish the complete and correct information required for evaluation of their Bid in given format only. If the information / documentation forming basis of evaluation is found incomplete/ Incorrect, the same may be considered adequate ground for rejection of the bid. The Bidder shall arrange their bid in the following order:

PART-I TECHNICAL PART (BID)

Technical Part shall comprise of the attachments, specifying attachment number arranged in the order as follows:

- I. Submission of Cover Letter (Index along with Page Numbered).
- II. Submission of Declaration letter along with Tender document duly signed and sealed, on the letterhead of Tenderer, Demand Draft against the cost of Tender and Earnest Money Deposit and its details.
- III. Power of Attorney, Authorization letter, etc., as the case may be, in favour of authorized signatory of the Bidder.
- IV. Organization details:
 - a) In case of a proprietorship firm, the name and address of proprietor, and attested copy of 'Certificate of registration of firm'.
 - b) In case Bidder is a partnership firm, attested copy of the partnership deed.
- V. **Composition of the Bidder**—Full particulars (whether Bidder is an individual, or a firm,) of the composition of the Bidder in detail should be submitted along with name(s) & address(es) of the partners/copy of the Deed including by-laws of the Firm, any other relevant document in prescribed format as provided in Format-I.
- VI. **Work experience & completion of similar works during the specified period** -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 certificates indicating actual date of completion and actual value of executed similar works should be enclosed as proof of the work experience.
- VII. **Details of completed works** –The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of

executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officers /authorities /departments under whom the work(s) was/were executed should be furnished.

- VIII. Credit worthiness of the Tenderer and its turnover during the specified period – Certified Audited Balance sheets & Profit and Loss Account of last 3 years should be enclosed ending on 31st March, 2022.
- IX. Registration certificate of GST.
- X. Details of Statement of any litigation pending Arbitration and disputes against him.
- XI. Copy of TDS Certificate issued by clients to substantiate the claim for the values of work executed in the private sector.
- XII. Copy of ITR filed by the bidder for the financial years 2019-20, 2020-21 and 2021-22
- XIII. Copy of Pan Card of the Bidder.
- XIV. Check list of submission of bid.
- XV. Any other relevant document(s), if any.

PART-II FINANCIAL PART (PRICE BID)

- The financial Part shall be submitted duly filled in the given format as provided in this Tender Document.
- No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the Price part of bid. ICAI shall not take cognizance of any such statement and may at their discretion reject such price bids.

SUBMISSION OF BID

SUBMISSION IN TWO SEPARATE ENVELOPS

The Technical and Financial Bids shall be submitted in separate sealed envelopes clearly mentioned as "**Technical Bid**" (Packet-I) and "**Financial Bid**" (Packet-II) and both the sealed envelopes to be placed together in a third wax / tape sealed cover super-scribing as "**Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra**" addressed to "**The Branch Chairman**" and sent at the address given below either by registered post/speed post / or may be dropped in the designated tender box placed so as to reach on or before **12th July** up to **5:00 PM** at **ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed by Pass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra.**

PART-I- SEALED TECHNICAL PART

- I. This part shall contain technical bid. This envelope shall comprise of the

signed copy of Tender Document, addendum (if any), all the relevant information as listed for submission under the relevant clause of this Tender Document. The Techno- commercial bid disclosing prices shall be summarily rejected.

- II.** The envelope shall have following information clearly written on the outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

Part-I Technical Part

“Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Services, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra.”

Due date & time of Opening: **14th July 2023 at 4.00 P.M.**

From: Address of Bidder: _____

PART-II SEALED FINANCIAL PART (PRICE BID)

- a) This part of the bid shall contain the Price Bid. The envelope shall comprise of the Schedule of Rates, duly filled in all respects, and other information specifically requested for submission in price part of this Tender Document.
- b) The envelope shall have the following information clearly written on the outside of the envelope, failing which ICAI shall assume no responsibility for the misplacement or premature opening of the bid.

Part-II —Financial/Price Part

“Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Services, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra.”

From: Address of Bidder: _____

- 1.2 Address to which bids are to be sent (Registered Post/ Speed Post/ or may drop in the Tender Box kept at the given address for this purpose)

**The Branch Chairman,
The Institute of Chartered Accountants of India,
Aurangabad Branch, WIRC,
ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass**

**Road, Satara Parisar, Chhatrapati Sambhajnagar,
Maharashtra.
Mobile No.9370453668, 9970588885**

The Bids received after the time and date fixed for receipt of bid is liable for rejection. In case of incomplete submissions, ICAI shall not be under any obligation to give the bidder an opportunity to make such good deficiencies and ICAI may at its discretion treat such bids as incomplete and will not consider for further evaluation. Incomplete Tenders or tenders received without the Tender Fee and the Earnest Money Deposit (EMD) shall be rejected summarily.

12. CONDITIONS PRECEDENT:

Subject to express terms to the contrary, the rights and obligations under this Tender Document shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, ICAI may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the ARCHITECT/ CONSULTANT.

- i. The Successful Bidder shall be required to accept the LOI/ Work order within 7 days of its issuance.
- ii. The Successful Bidder shall be required to execute the Agreement within 15 days of issuance of LOI/ Work Order.
- iii. The parties may by mutual agreement extend the time for fulfilling the Conditions Precedent.
- iv. In the event of the Successful Bidder failing to fulfill the Conditions Precedent, ICAI shall not be liable in any manner whatsoever to the Successful Bidder and ICAI shall forthwith forfeit the EMD amount, security deposit etc. as the case may be.

13. 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 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) Architect shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- d) In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to ICAI's normal business 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/ RFP 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 to the best of its knowledge and belief true and accurate in all material respects on the date of this Tender.
- g) The execution, delivery and performance of Agreement shall not conflict with, result in the breach of, constitute a default under any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- h) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement.
- i) 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 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) 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 Tender or ensuing Agreement.

- k) Architect and its personnel, have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.
 - 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 the Architect or on his behalf, to any person by way of fees, commission or otherwise for entering into this Tender/ RFP or for influencing or attempting to influence any officer or employee of ICAI in connection therewith.
14. The Bidder shall submit the Unconditional Tender Document duly signed and stamped on each page of tender in token of his acceptance along with his bid.

15. **Retention Money:**

An amount equal to 10% of the gross amount of the running account bill will be deducted towards retention money from each progressive bill for performance of its obligation/ Security Deposit in respect of the contract. 50% (Fifty percent) of the amount so deducted shall be refunded to the Architect after the successful completion of the work and balance 50% of amount shall be refunded after the Defect Liability Period of 12 months.

16. In addition to other provisions and conditions mentioned herein, Earnest Money Deposit / Retention Money, shall be liable to be forfeited in the following conditions also:
- a) The successful Bidder modifies its application price any time after being declared as successful bidder.
 - b) The successful bidder withdraws its/his offer during the period of agreement.
 - c) The successful bidder refuses/fails to execute the Agreement.
 - d) The successful bidder fails to perform the work to the

satisfaction of the ICAI.

- e) The Bidder founds to be indulged in Canvassing in any form in connection with this tender.
- f) The Bidder founds to be deliberately suppressing the information or deliberately furnishing wrong information.
- g) The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender.

17. LIQUIDATED DAMAGES:

If the performance of work/services is delayed beyond time schedule due to reasons attributed to the Architect, the Architect shall pay the liquidated damages to ICAI for delay but not by way of penalty to the ICAI, an amount calculated at the rate of 1/4 % of the total fees/charges payable under the contract for every week for delay or part thereof, and the ICAI will be at liberty to deduct the said amounts from any amount due to Architect from the ICAI. 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.

18. PENALTY:

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 ICAI, the Architect shall be levied a penalty as under;

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

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

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

1. 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.
2. ICAI shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non acceptance of their bids.

20. AWARDING OF WORK:

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

21. 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.

22. NUISANCE:

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

23. NO PARTNERSHIP:

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

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

24. SUB – LETTING OF ASSIGNMENTS:

The Bidder/ Tenderer shall not assign 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. Without prejudice to other rights and legal remedies available to ICAI, the violation of this clause would amount to forfeiture of Security Deposit.

25. INDEMNITY:

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

26. 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 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. Arbitration proceedings shall be held at **Aurangabad, Maharashtra**, 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.

27. 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 **Aurangabad, Maharashtra** only.

28. 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.

29. 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.

30. FORCE MAJEURE:

Notwithstanding anything contained in the Agreement, the Bidder/Tenderer shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failures to perform its obligations 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

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees.
- 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.
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Architect. If a Force Majeure situation arises the

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

31. SEVERABILITY CLAUSE:

If any provision of this Tender 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 Tender/ 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:

Any term or condition of this Contract may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. The waiver by 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.

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 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 observethe 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 from any amount due or payable to him including from the Retention money.

36. SELECTION PROCESS:

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

A. Marks awarded to the Bidder would be weighted as under:

Stage	Weightage
Stage I : Technical Score (Ts)	60%
Stage II: Financial Score (Fs)	40%

B. The Bidder getting Highest marks as per above weightage in each stage will be got selected for appointment.

SECTION - II

ELIGIBILITY CRITERIA

Bids are invited in the prescribed proforma from the firms of Architects/Consultants and the Bidder shall fulfil the following eligibility criteria:

- A. The Proprietor or any of the Partner(s) of a partnership firm or the Managing Partner of the applicant entity should be a Registered Member of the Council of Architecture, India.
- B. The Bidder should have completed planning and designing of at least three Projects comprising of multi-storied Colleges/ Schools/ Educational Institutes /Institutional/Office Buildings preferably for Government/ Semi-Government/ Government of India Undertaking/Multinational companies/etc., during last 5 years upto 31st March 2022. The completed works shall include providing comprehensive Architectural services for multi-storied Colleges/ schools/ Institutional/Office Building comprising planning, designing, submission of plans, obtaining necessary approvals from all the concerned Statutory Authorities including engaging the services of consultants for other connected trades.
- C. The bidder should have experience of Tendering & preparation of BOQ.
- D. The Bidder should have proper and qualified supporting staff and Infrastructural facilities and experience in the field for not less than 5 years.
- E. Architects/Architectural firms should have its head office at **Chhatrapati Sambhajnagar or its adjacent cities lying within range of 300 Km** for which tender has been floated for pursuing the matter related to the project for obtaining necessary approvals/NOCs/Certificates from local, Statutory Authorities or Govt. Offices.
- F. The Bidder should also submit the GST or IT returns from **Chhatrapati Sambhajnagar or its adjacent cities lying within range of 300 Km** for last five years or any other valid proof which confirms the address of its Head Office.
- G. The Bidder should have minimum experience of execution and completion of 1 (One) Educational or Institutional project of the value more than Rs. 10 crores or 2 (Two) Educational or Institutional Projects of value more than Rs.5 crores each or 3 (Three) Educational/Institutional Projects of value more than Rs.3 crores each during last 5 (Five Years).

- H.** The Bidder should have minimum average annual turnover of **Rs. 50,00,000/-** (Fifty Lakhs) in the last 5 (Five) financial years ending 31.03.2022. The bidder should not have incurred losses more than one year during the last 3 (Three) financial years. [For the purposes of turnover only the 'fee' received on account of Architectural & Project Management Consultancy services shall be taken into account.
- I.** In addition to the above, the following information/documents should also be submitted along with the bid by the Tenderers:
- i. Income Tax Returns for the previous Five Financial years starting from FY 2017-18 in original or certified true copies.
 - ii. Copy of Permanent Account Number (PAN) for income tax purpose.
 - iii. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed.
 - iv. Registration certificate with the Council of Architecture.
 - v. GST certificate and copies of latest past five Years GST returns.
 - vi. Certificate of Incorporation of the firm.
 - vii. Power of attorney in favour of Partner submitting the tender, in case of Partnership firm.
 - viii. Audited balance Sheets for the last 5 financial years starting from FY 2017-2018.
- J.** The Tenderer may be disqualified if he has:
- i. Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification.
 - ii. Record of poor performance such as abandoning the works, not properly completing the project, inordinate delays, poor workmanship or financial failure, etc.
 - iii. If the Tenderer is overbooked beyond his capacity to execute the work as per required schedules.
 - iv. Been convicted for any offence by a competent court in/outside India.

SECTION - III

SCHEDULE OF SCOPE OF WORK/SERVICES

The Scope of Services to be rendered by the 'Architect/ Consultant' is summarized below:

Particular	Remarks		
Area of Plot	4046.86 Sq.Mtr. or 43560 Sq.Ft. or 4840 Sq.Yd.		
Location of plot	ICAI BHAWAN, GUT NO. 72, BESIDES MIT COLLEGE, BEED BYPASS ROAD, SATARA PARISAR, CHHATRAPATI SAMBHAJINAGAR, MAHARASHTRA.		
Type of Building Renovation Proposed	Institutional Purpose		
(*Note - Seating plans should be design in such a way to accommodate maximum people with enough light and space).	S. No.	Particulars	Area (Indicative)
		Unit of Area	Sq.ft
	1	Painting - Internal	54611.172
		Painting - External	62885.592
	2	Flooring/Tile Work	2307.8
	3	Toilet renovation (Civil)	877.73
	5	Doors shutter work	515.48
	6	Water Proofing repairs	9677.31
	7	Interiors repairs - Wall panelling, false Ceiling etc.	7255.91
	8	Polycarbonate Shade Work.	2597.95
9	Other Major works		
A	Plaster Work	4795.72	
B	Staircase recasting work (RCC)	188.16	
C	Granite Tread/Riser For Staire Case Work.	366.97	
D	Toilets Flooring / Tiling Work.	4323.54	
E	Fabrication Work.	2307.81	
F	Landscape work	3607.75	
G	Demolishing Work (Old Staircase)	14775.75	
H	Debries Shifting Work.	8879.47	
	Total	179974.114	
10	Lift Repairing work		
External Development	As per local permissible norms		

The Comprehensive Architectural/ Consultancy Services shall include all the Repair/ Renovations of all building including Toilets, Interiors & Furnitures, Architecture along with other Civil Repairs (Staircases, External Grit Plaster repairs, Replacement of Plumbing and Sanitary pipes, fittings etc.), Painting, upgradation of Utilities Services, Facade etc.

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 TOILETS RENOVATION INCLUDING UTILITIES & INTERIOR WORKS AT ICAI BHAWAN, GUT NO. 72, BESIDES MIT COLLEGE, BEED BYPASS ROAD, SATARA PARISAR, CHHATRAPATI SAMBHAJINAGAR, MAHARASHTRA 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, Site Development, Interior Architecture, Landscape Architecture, HVAC, MEP, Green Building Design, Graphic design & Signage, Toilet Renovation, Electricity, Plumbing, Firefighting, Water & Wastewater disposal, 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/Offers, 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.

SECTION - IV

SCHEDULE OF PAYMENTS

1. Architectural Services:

S. No.	Stage of Payment		(%) of Total Fees Payable
1	Stage 1	Advance	5 % of the Total Fee
2	Stage 2	On approval of Preliminary Designs	15 % of fee estimate less payment made in stage 1 (payable in two sub-stages as per progress of work)
3	Stage 3	On approval of Final design 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/ Consultant' 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/ Consultant' and approved by the ICAI, till the actual tendered cost

is known. As and when the tender cost is known, the payments made to the 'Architect/ Consultant' 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 'Architect/ Consultant' 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 'Architect/ Consultant' Services, the cost of the works shall include the final cost including variations of all the works executed at site by Contractor(s) including GST, but shall exclude the cost of ICAI's site office, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.
- v. Obtaining statutory approvals, if any required for completion of work, shall be 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. An amount equal to 10% of the running account bill will be deducted from each progressive bill as per schedule of payment for performance of its obligation in respect of the contract. The amount so deducted shall be refunded after the successful completion of the work along with final bill payment.
- vii. GST will be paid extra as applicable.

2. INCLUSIONS AND EXCLUSIONS

"Project Cost" shall mean the cost of Renovation/Interior works and all related works/ infrastructure excluding GST for which design services have been rendered by the firm taken as least of the following three:

- a) Detailed estimates of the works designed/given by the 'Architect/ Consultant' and approved/sanctioned by ICAI.
- b) Tendered costs of the works designed by the Architect/ Consultant.
- c) The actual costs of the works executed on the site and designed by the Architect/ Consultant.

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

- (i) The cost of bought out items such as Compactors, Chairs, Movable

- Furniture, TVs, Project & Screen, water dispensers/Coolers, CCTV Camera & DVR etc.
- (ii) Payment on account of arbitration award, if any, Institute's administrative expenses.
- (iii) 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
A	Organizational and Professional Strength	35
(i)	<p>Period of Architectural Practice* up to the date of issue of EOI. Upto 5 years – Marks 0.5 More than 5 years – Add 0.25 Marks (in the above scored 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>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, honors and awards received from national and international professional bodies, representation on international and national professional forums Etc.</p>	5
(iii)	<p>Professional strength - Architecture / Interior Designer -In- house Architects employed with the applicant firm: Architects (with B.Arch. degree or equivalent) Marks 'per employee' on experience*: >10 years: 2.0 marks >7 and upto 10 years: 1.5 marks >3 and upto 7 years: 1.0 marks</p> <p>IMPORTANT: Architects (with master's degree or equivalent in Architecture, Planning, Environment /Energy/Building Sciences Management/Interior Design or other discipline relevant to building design and construction) Marks 'per employee' on experience*: >10 years : 02 marks >7 and upto 10 years: 1.5 marks >3 and upto 7 years: 01 marks * Experience shall be counted only after the date of declaration of result of the qualifying exam.</p>	10

(iv)	<p>Professional Strength – Structural Engineering</p> <p>Presence of professionals either in-house or associated* with the applicant i.e. Civil Engineers (B.E./ B. Tech Civil or equivalent), Structural Engineer (M. Tech in Structural Engineering) and/or other relevant Professional.</p> <p>Mark for 'Structural Engineer (in House)' on experience: >10 years : 05 marks >7 and upto 10 years : 03 marks >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>	05
(vi)	<p>Professional Human Resource Mechanical, Electrical and Plumbing Services</p> <p>Presence of professionals either in-house or with the lead architect associated* with the applicant Electrical Engineers (B.E./B.Tech Electrical /Electronics or equivalent) Mechanical Engineers (B.E. / B.Tech Mechanical or equivalent) Quantity Survey or Other Professional / Scientific Staff</p> <p>Mark for 'Per Employee' on experience for Civil Engineer, Mechanical/Electrical/Plumbing Engineer, Quantity Surveyor etc: >10 years : 02 marks >7 and upto 10 years : 1.5 marks >3 and upto 7 years: 02 marks</p> <p>Marks shall be awarded as per above criteria for organizational and professional strength subject to maximum marks allocated.</p> <p>IMPORTANT: List of all such persons with their field of specialization and tenure of work with the firm to be furnished as per prescribed formats given as 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.</p>	05

(iv)	<p>Professional Strength – Project Management Consultancy Presence of professionals either in-house or associated* with the applicant i.e. PMC Consultants and/or other relevant Professional.</p> <p>Mark for 'PMC (in House)' on experience: >10 years : 05 marks >7 and upto 10 years : 03 marks >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>	05
B	Experience of Work	40
(vii)	<p>Repair and Renovation works including Structural re-strengthening and Interior Design/Refurbishing or Similar Nature of Works in any of Teaching, Training, Research, Educational, Institutional, Commercial/Office building projects that are completed or are nearing completion till 31.03.2022 shall be considered for evaluation:</p> <p>Marks 'per project' based on "Project Cost":</p> <p>>20 crore project: 5 marks >15 and upto 20 crore project: 4 marks >10 and upto 15 crore project: 3 marks >5 and upto 10 crore project: 2 marks >2 and upto 5 crore project: 1 marks Project of 5 crores or less: 0.5 marks</p> <p>0.25 Bonus marks will be given for each project done wherein Structural Assessment & Retrofitting is designed in-house subject to maximum of 4 bonus Marks</p> <p>IMPORTANT: Buildings may be whole or part of larger complex/campus. Applicant must carefully choose the manner in which it desires to submit the list of projects.</p>	30
(viii)	<p>Quality of Designs of Works Completed. (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).</p>	10
C	FINANCIAL CAPABILITY	25

(ix)	<p>Gross Financial turnover in last five financial years Up to Rs. 2 crores – Marks 10 More than Rs. 2 crore – 1 Marks for every Rs.0.15 crore (or part thereof) above Rs.1 crore subject to limit of maximum marks.</p> <p>IMPORTANT: 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. For the purposes of turnover only the 'fee' received on account of consulting services shall be taken into account.</p>	25
	TOTAL A to C	100

Note:

1. Evaluation of Professional Strength and Experience of work shall be done based on list of projects submitted by the applicant.
2. 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 maybe assigned to that parameter/factor.
3. Information as sought is to be given by individual applicant or Bidder separately.
4. Ongoing projects and/or virtual completion shall be considered for evaluation only wherever specified in the particular evaluation criteria.
5. Gross Built-up Areas mentioned are for one single project unless stated otherwise in the particular evaluation criteria.
6. Wherever sought, "experience" as on date of issue of Tender shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
7. To be eligible for qualifying, the bidder must secure at least 50% marks in aggregate.

Final Score/ Final Evaluation:

The evaluation should be based on QCBS (Quality Cost Based Selection) Method weightage of 60% to the Technical Score and 40% to the Financial Score as explained below:

- 1.1 The Evaluation shall be carried out in 2 phases. Phase 1 includes Evaluation of Technical Bids as per existing Eligibility Criteria and assigning Technical Score (Ts)out of 100 marks.
- 1.2 The Financial Bids of those Technically Qualified bidders shall be opened, and the lowest bidder shall be assigned a score of 100 in the Financial Bid.

- 1.3 The Financial Score (Fs) of other (Technically Qualified) Bidders shall be calculated by following relation:

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

Where:

Fs: The Financial score of the Financial Bid being

evaluated F1: The quoted fee of lowest bidder

F: The quoted fee Financial Bid being evaluated

- 1.4 Both the Technical Score (Ts) and Financial Score (Fs) shall be added and the Bidder getting Maximum marks in total should be selected to award the work.
8. 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.

SECTION VI
Information to Be Furnished by the Bidder

1	Name, composition and registered office address	Details to be furnished in the Prescribed proforma (Format 1).
2	Whether individual or a partnership firm with full particulars of the other partners including their names, professional qualifications, age, experience etc.	Attach a separate sheet.
3	Names, qualification and experience of all technical personnel in the firm.	Details to be furnished in the prescribed proforma (Format 2)
4	Whether registered as a member of Council of Architecture?	State the Registration No. & attach a copy of the certificate
5	Details of experience as practicing Architects.	Attach a separate sheet
6	Important large projects executed during last 5 years by the firm together with approximate cost of individual project. The full address of the clients for whom the works have been executed.	Details to be furnished in the prescribed proforma (Format 3).
7	Name and address of the Banker(s) of Architects.	Attach a separate sheet.
8	Whether in last 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 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 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 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 architect duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness for the last three consecutive financial years. Audited Balance Sheets for the relevant Years should also be attached

Name & Signature:

Full address, office seal& Date:

Composition of the Firm

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

Signature, date and stamp
of the Applicant /Authorized representative

List of Technical personnel

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

S. No.	Name	Age	Qualifications	Consultancyexperience
1.	2.	3.	4.	5.

Nature of works handled	Name of the projects handled with cost details	Date from which employee 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.

7 Infrastructure available for handling the Consultancy work:

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

Signature, date and stamp of the applicant /Authorized representative

List of Important Projects Executed

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

DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST FIVE YEARS

S . N o	Name and 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 and as per evaluation criteria also.

Signature, date and stamp of the Applicant/ Authorized representative

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

(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 5 financial years and profit/loss during last 5 Financial years mentioned here as under:

S.NO	FINANCIAL YEAR	TURNOVER (In Lakhs)	PROFIT/LOSS (In Lakhs)	REMARKS (IF ANY)
1	FY 2017-2018			
2	FY 2018-2019			
3	FY 2019-2020			
4	FY 2020-2021			
5	FY 2021-2022			
Total				

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

(Signature)**(Name of the Chartered Accountant)****Chartered Accountant****Membership No:** _____**UDIN No:** _____**Place:** _____**Date:** _____

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

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 I P Marg, New Delhi-110002**

Subject: Application for "Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajinagar, Maharashtra."

Dear Sir,

With reference to your RFP Document dated DD-MM-YYYY, I/we, M/s_____ having examined the Tender and understood its contents, hereby submit our proposal/ offer our Bid for **"Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajinagar, Maharashtra"** 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.

- (A) We agree to abide by the terms and conditions of this Tender Document, 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 RFP 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.
- (B) 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.
- (C) I/We shall make available to the ICAI any additional information it may deem necessary or require for supplementing or authenticating the proposal.

(D) 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.

(E) I/We certify that in the last 5 (five) 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.

(F) 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.

(G) I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against any of our Partners or employees etc.

(H) I/We agree and understand that the bid is subject to the provisions of the Tender document. In no case, I/we have no claim or right of whatsoever nature if the Work/ Project is not awarded to me/us or our proposal is not opened or rejected.

(I) 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.

(J) I/ We understand that ICAI is not bound to accept any proposal received by it.

(K) 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.

(L) ICAI and its authorized representative may contact the following person for information: -

(M) 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

(N) 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.

(O) 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.

Format of Agreement

This Agreement is made on this the..... day of.....2023_ at _____

BETWEEN

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

AND

M/s. _____, having its Registered Office at _____ (hereinafter referred to as 'Architect/ Consultant'), which expressions shall, unless repugnant to the context or meaning, include its successors and assignees) of the **OTHER PART**.

The ICAI and the Architect 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, GUT NO. 72, BESIDES MIT COLLEGE, BEED BYPASS ROAD, SATARA PARISAR, CHHATRAPATI SAMBHAJINAGAR, MAHARASHTRA. (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 to "**Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Services, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajinagar, Maharashtra**" (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.

The Tender document along with the LoI issued by the ICAI to the Architect forms an integral part of this agreement.

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

5 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 below. 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.

6 REPRESENTATIONS AND WARRANTIES

The Architect represents and warrants to ICAI that:

- 6.3 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.
- 6.4 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.
- 6.5 From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement.
- 6.6 In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to ICAI's normal business operations
- 6.7 This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- 6.8 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.
- 6.9 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.
- 6.10 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.

- 6.11 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.
- 6.12 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.
- 6.13 Architect and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services.
- 6.14 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.
- 6.15 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.

7 Scope of Work:

As per given in Tender from Page No. 26 to 35

2. 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 stage 1 (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/ Consultant would be made depending upon the work completed stage wise as herein above mentioned. The percentage of the total fee as given above would be calculated on the cost as per the estimates prepared by the Architect/ Consultant and approved by the ICAI, till the quotation/offered cost is known. As and when the quotation/offer cost is known, the payments made to the Architect/ Consultant based on estimates as aforesaid would be appropriately adjusted.
- (ii) The ICAI will settle Architect/ Consultant 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.
- (iii) For the purpose of evaluating Interior Design & Structural Engineering Services, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Architect/ Consultant has rendered services. No deduction will be made in contracted 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.

3. REIMBURSABLE EXPENSES:

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

4. RETENTION MONEY:

That the Architect has agreed that, an amount equal to 10% of the running account bill will be deducted towards retention money from each progressive bill as per schedule of payment 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:

- i. The successful Bidder modifies its application price any time after being declared as successful bidder.
- ii. The successful bidder withdraws its/his offer during the period of agreement.
- iii. The successful bidder refuses/fails to execute the Agreement.
- iv. The successful bidder fails to perform the work to the satisfaction of the ICAI.
- v. The Bidder founds to be indulged in Canvassing in any form in connection with this tender.
- vi. The Bidder founds to be deliberately suppressing the information or deliberately furnishing wrong information.
- vii. The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender document or places any additional condition subsequent to declaration of L-1 bidder at the time of accepting Letter of Intent/Work order or thereafter at any stage.

5. 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.

6. ARCHITECT'S ROLE AND RESPONSIBILITIES

- 6.1 The Architect/ Consultant shall keep the ICAI informed about the progress of work in its office.
- 6.2 The Architect/ Consultant shall appoint specialized consultant (s), if necessary.
- 6.3 The Architect shall be responsible for the direction and integration of the Consultants, and shall be fully responsible for the calculations, the design and periodic inspection and evaluation of the work entrusted to them.
- 6.4 The Architect shall advise the ICAI on the time schedule (Bar Chart/PERT/CPM Network) prepared by the contractors for the completion of work, if required.
- 6.5 The Architect shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the ICAI.
- 6.6 Any professional services to be rendered by the Architect at the instance of the ICAI after the agreed project completion period shall be compensated for on mutually agreed terms.
- 6.7 The Architect shall exercise all reasonable skill, care and diligence in the discharge of its duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.
- 6.8 The liability of Architect/ Consultant for his failure to exercise all reasonable skill care and diligence in the discharge of his duties shall be limited to 3 years after virtual completion of the works.
- 6.9 The Architect/ Consultant shall ensure quality control of material used in the construction/execution 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 Firm having Interior Designer/ Interior Designer Firm.
- 6.10 The Architect/ Consultant shall supply three (3 Nos.) sets of drawings and documents free of cost (in soft aswell as Hard copies) as required by ICAI.

7. SCHEDULE OF COMPLETION OF WORK:

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

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

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

8. 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

9. COPYRIGHT:

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

10. 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.

11. 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.

12. 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.

13. PENALTY:

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;

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

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

14. 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.

15. 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.

16. 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.

17. TERM:

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

18. 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 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 Performance Security Deposit submitted by the Architect shall be forfeited. However, the termination notice may be revoked provided the Architect rectifies the drawbacks/defaults within notice period to the satisfaction of the ICAI. No consequential damages shall be payable to the Architect in the event of such termination.

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

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

19. 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 **Aurangabad, Maharashtra** 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.

20. 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 **Aurangabad, Maharashtra**.

21. FORCE MAJEURE:

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

Force Majeure inter alia shall not include:

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

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

22. ASSIGNMENT:

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

23. 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.

24. NOTICE:

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

The designated correspondence addresses of the Parties are:

For ICAI:

For Architect:

25. SEVERABILITY CLAUSE:

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.

26. 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.

27. 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.

28. NON- DISCLOSURE:

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

29. 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 hereinabove 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:

IN PRESENCE OF TWO WITNESSES

i. SIGNATURE

ii. SIGNATURE

NAME

NAME

Designation

Designation

ADDRESS

ADDRESS

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" only by Technically qualified bidders on the date of design competition which will be informed separately.

S. No.	Particulars	Fee in % + GST thereon mentioned separately (The fee should be quoted on the Project Cost exclusive of GST)
1.	Total Consultancy Charges for "Appointment of Architect/Consultant for Renovation of Building including Staircase, Toilets, Fabrication Work, Lift Repair Work, Landscape Work and Interior Work etc. At ICAI BHAWAN, GUT No. 72, Besides MIT College, Beed bypass Road, Satara Parisar, Chhatrapati Sambhajnagar, Maharashtra" INCLUDING PMC Services and SUPERVISION THEREOF.	
	GST	
	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: