



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

**TENDER**

**FOR**

**APPOINTMENT OF ARCHITECT/CONSULTANT FOR PROVIDING COMPREHENSIVE ARCHITECTURAL AND CONSULTANCY SERVICES FOR THE PROPOSED RENOVATION WORKS at SANGRUR BRANCH OF NIRC OF ICAI, "ICAI BHAWAN", CAPTAIN KARAM SINGH NAGAR, SUNAM ROAD, SANGRUR 148001.**

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

**PART – I: TECHNICAL BID**

Issued on 15<sup>th</sup> July 2025

LAST DATE FOR SUBMISSION OF SEALED TENDERS: 28<sup>st</sup> July, 2025 up to 5 pm

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

(Set up by an Act of Parliament)

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

Branch Office: Sangrur Branch of NIRC of ICAI, Captain Karam Singh Nagar, Sangrur

**NOTICE INVITING TENDER (PRESS NOTICE)**

ICAI invites unconditional sealed bids, in prescribed format, from eligible, experienced and reputed Architectural firms/ Architects for providing comprehensive Architectural / Consultancy services for proposed renovation works at Sangrur Branch of NIRC of ICAI, Captain Karam Singh Nagar, Sangrur

The Tender document is available at ICAI website [www.icai.org](http://www.icai.org), [www.nirc.icai.org](http://www.nirc.icai.org) & [www.sangrur-icai.org](http://www.sangrur-icai.org) . The last date of submission of duly filled in Bids is 28/07/2025 up to 05:00 pm

Secretary, ICAI

## SECTION – I

### **IMPORTANT INSTRUCTIONS TO BIDDERS**

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

1. ICAI invites unconditional sealed bids, in prescribed format, from experienced and reputed Architectural firms / Architects for Appointment of Architect for providing comprehensive Architectural and PMC services for proposed renovation works at Sangrur Branch of NIRC of ICAI, Captain Karam Singh Nagar, Sangrur.
2. The Tender form, the eligibility criteria and the detailed time schedule is available in the “Tender/EOI” section on ICAI’s web site [www.icai.org](http://www.icai.org) and [www.sangrur-icai.org](http://www.sangrur-icai.org) Intending Bidders are required to submit their full bio-data giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, in-house computer aided design facilities etc. in the enclosed Formats. Technical and Financial Bid must be submitted in separate sealed envelopes clearly mentioned as “**Technical Bid**” and “**Financial Bid**” and both the sealed envelopes to be put into another envelope and it should be super scribed as “**Tender for appointment of Architect for providing comprehensive Architectural / Consultancy services for proposed renovation works at Sangrur Branch of NIRC of ICAI, Captain Karam Singh Nagar, Sangrur.**”
3. The duly filled in bid in a sealed envelope / cover shall be addressed to Chairman, Infrastructure Committee, Sangrur Branch of NIRC of ICAI, Captain Karam Singh Nagar, Sangrur, and should be sent either by registered post/speed post or may be dropped in the tender box placed at Sangrur Branch of NIRC of ICAI, Captain Karam Singh Nagar, Sangrur, so as to reach on or before 05:00 PM up to 28/07/2025. The same will be opened on 29/07/2025 at 10:00 AM, in the presence of bidders or their authorized representative who choose to be present at the venue and time decided for opening of bids.
4. The tender fee Rs.1000/- plus 18% GST (non- refundable) in the form of Demand Draft in favour of “The Secretary, The Institute of Chartered Accountants of India”, payable at New Delhi, is to be submitted along with bid. Without Tender fee, the bid will not be considered.
5. The Bidder shall submit his/its Bid along with EMD of **Rs.4,000/- (Rupees Four Thousand only)** in the form of Demand Draft/Pay Order drawn in favour of “The Secretary, The Institute of Chartered Accountants of India”, payable at New Delhi. No interest shall be paid by the ICAI on the EMD. No FDR is permitted. The EMD shall be payable without any condition(s), recourse or reservations.
6. The cost of Tender form and payment of Earnest Money Deposit is exempted for the Bidders with Udyam registration (MSME) / National Small Industries Corporation Ltd (NSIC) registration, with specific exemptions permitted by NSIC. Necessary proof shall be submitted along with the tender in the Technical bid.
7. The ICAI reserves the right to accept any or reject all the Bids without assigning any reasons whatsoever.
8. The amount quoted shall be inclusive of visit, transportation, stay, boarding / lodging charges etc. which may be required for completion of the proposed Works.
9. Before submitting Bid, the prospective bidder is advised to visit the at Sangrur Branch of NIRC of ICAI, Captain Karam Singh Nagar, Sangrur.
10. EMD is to be submitted by all Bidders. EMD should not be predated to the date of publication of the Tender. Bid without EMD shall be rejected.
11. Joint Venture / consortia of firms/Companies and LLPs shall not be allowed to participate in the Bidding process and if it is found at any stage before or after award of work, the EMD, any other security deposit and / or any other sums payable to such JV / Consortia, Company and LLPs etc. shall stand forfeited. Further contract, if already awarded, without prejudice of any other rights or remedy available to ICAI under any of the clauses of this Tender Document, shall stand terminated and the EMD/ Retention Money including any amount due and payable by ICAI to the successful bidder shall be forfeited.
12. The Bid not accompanied with EMD as aforesaid shall be rejected forthwith. EMD of the unsuccessful bidders will be

returned within 30 days of award of contract to the successful bidder.

- 13.** Return of EMD to Successful Bidder: In case of successful bidder, the EMD will be returned to it after Execution of agreement.
- 14.** The EMD may be forfeited:
- If the Bidder modifies its bid price any time after submission of Bid and after being declared as successful bidder.
  - If the Bidder withdraws its/his offer during the period of tender validity or non- acceptance of Letter of Intent by the successful bidder.
  - If the successful Bidder refuses/fails to execute the agreement within stipulated time.
  - If the Bidder is found to be indulged in Canvassing or indulged in fraud, corruption, bid rigging, collusive bidding, Misrepresentation, Mal Practices or any of the corrupt practices in any form in connection with this tender.
  - If the Bidder is found to be suppressing the information or furnishing wrong or incomplete information or providing information, which is misleading, false etc. and/or submitting documents which are fabricated or forged.
  - If the successful Bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender or puts any conditions subsequent to award of work.
- 15.** As time is the essence of a contract, the ability and competence of the Bidders to render required services within the specified time frame, will be a major factor while deciding the selection of the architect/consultant. Bidders shall enclose testimonials of having completed similar high value projects of rendering good quality services within time for major public sector undertakings/large industrial establishments.
- 16.** The bid shall be signed by the person(s) on behalf of the organization having necessary Authorization/ Power of Attorney to do so. Each page of the bid shall be signed (copy of Power of Attorney/ Partnership Deed shall be furnished along with the bid/ proforma).
- 17.** If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the bid.
- 18.** Decision of the ICAI in regard to selection of the ARCHITECT/CONSULTANT shall be final. The ICAI is not bound to assign any reasons thereof.
- 19.** Bidders shall submit Financial Offers/Bids in a separate sealed envelope.
- 20.** While filling up the Tender form with regard to the list of important projects completed or in hand, Bidder shall only include those works which individually costs not less than Rs.1 lakh.
- 21.** The Bidder shall have registered office or one of its offices or agree to set-up one of its offices at Sangrur or situated within range of 25 km from site with adequate number of supporting staff at senior and middle level and individual telephone/mobile facility along with all the necessary equipment required for providing seamless Comprehensive Architectural /Consultancy services.
- 22.** The selected ARCHITECT/CONSULTANT shall, with the prior approval of the ICAI and within the fees payable to them, engage the services of well qualified specialists or consultants pertaining to the following services,
- Structural& Civil
  - Electrical & lifts
  - Air conditioning
  - Plumbing, sanitary, drainage and water supply etc.
  - All other MEP Consultant required for the project.
  - Interiors etc.
- 23.** Services to be rendered by the ARCHITECT/CONSULTANT (in brief).
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- (i) To engage and instruct Professionals engaged to render their services for the Project, if any.
- (ii) To scrutinize the applications for empanelment of contractors.
- (iii) To draw detailed specifications, estimates, draft tender for various trades.
- (iv) To submit Assessment Reports on tenders received for various trades along with comparative statements and recommendations for award of work.
- (v) To prepare and supply sets of all drawings for execution as per ICAI's requirement.
- (vi) To visit site as and when required by the ICAI.
- (vii) To submit in detail, quantities of steel, iron, and cement or any other material.
- (viii) To submit Completion Drawings, if applicable.
- (ix) To render assistance to the ICAI for settlement of initial rate able value.
- (x) Any other services connected with the said works usually and normally rendered by the Architect/Consultant and not referred to in above including complete supervision, administration of contract and certification of payments.
- (xi) Project Management, Supervision and certification of the Works on the Site/Project.
- (xii) Co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project.

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

**25.** The scale of fees payable for Comprehensive Architectural services shall include all the works of Architectural Cum PMC Services w.r.t BOQ, Estimate, Tender Evaluation, Measurement verification, supervision of civil, electrical, plumbing, carpentry, painting, furnishing and other works, Green compliance, Fire safety, Building Designing, planning, Construction, Site Development, Interior Architecture, Landscape Architecture, HVAC, MEP, Green Building Design, LED Wall installation, Graphic design & Signage including all other Specialized Services/Works required to complete the Project in all respect and certification of contractor's bills and such Project management consultancy as required for the above.

## **26. REPRESENTATIONS AND WARRANTIES:**

The Bidder represents and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Tender Document/ ensuing Agreement and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender and ensuing agreement.
- c) It has the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- d) In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- f) The information furnished in the Tender documents and as updated is true and accurate in all respects and nothing is suppressed or concealed or mis-represented.

- g) The execution, delivery and performance of Agreement arising out of this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum or Articles of Associations or under any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- h) There are no material civil or criminal actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement;
- i) It has committed no violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement;
- j) It has complied with Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- k) It and its personnel have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.
- l) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise by entering into this Tender or for influencing or attempting to influence any officer or employee of ICAI in connection therewith.
- m) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employees 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.

## **27. 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 of the Architect/Consultant for performance of its obligation in respect of the contract. 50% (Fifty percent) of the accumulated Retention money shall be released to the Architect/Consultant after successful completion of the work and balance 50% of amount shall be released after the Defect Liability Period of i.e. 12 months from the date of issue of Final Completion Certificate or two months from the date of latest Rectification of work, whichever is later. No interest shall be payable on this amount. Notwithstanding anything contained in this tender, the Retention Money and any other amount due and payable to the successful Bidder (Architect) shall be liable to be forfeited by the ICAI at its discretion in the event the Architect has committed any default or in breach of any terms and conditions of the contract or if the Architect fails to perform or observe any of the conditions of the contract. Further, in addition to other provisions and conditions mentioned in this Tender, the Retention Money and other amount payable to the Architect shall be liable to be forfeited in following conditions also:

- a) If the Architect changes the rates of contract during the contract period or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order at any time.
- b) If the Architect withdraws from the work during the period of Agreement/ Contract.
- c) The Architect fails to perform the work to the satisfaction of the ICAI.
- d) If the Architect is found to be indulged in Canvassing, Fraud, Corruption, bid rigging, collusive bidding, Misrepresentation, Mal Practices etc. in any form in connection with tender culminated into award of contract.
- e) If the Architect is found to be suppressing the information or furnishing wrong information or providing incomplete information and/ or submitting documents which are fabricated or forged.
- f) If the Architect fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender/ Agreement.
- g) If the Architect fails to pay Penalty and/ or Liquidated Damages.
- h) If the Architect assigns or sub-contracts the work under the contract without the prior written permission of the ICAI.
- i) If the Architect provides the services which are of sub-standard quality and /or not as per the original contract; unsatisfactory service or failure on the part of the Architect to meet the agreed timelines for various stages or variation in the quality of services.
- j) If the Architect violates any of the applicable laws including rules, regulations, notifications, orders, directions,

guidelines, Acts etc.

- k) If any amount which ICAI becomes liable to pay to the Govt/ third party for any default of the Architect or any of his personnel/agents.

### **28. LIQUIDATED DAMAGES:**

If the performance of work/services is delayed beyond the time schedule due to reasons attributed to the Architect, the Architect shall pay the liquidated damages to ICAI for delay but not by way of penalty at the rate of 2 % 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 the 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 this Tender Document/ensuing agreement.

### **29. PENALTY:**

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

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

### **30. ICAI'S RIGHT TO ACCEPT OR REJECT ANY BID:**

ICAI reserves the right to accept or reject any or all Bids in whole or in part at its sole discretion. ICAI shall bear no liability whatsoever consequent upon such decisions. Conditional bids shall be rejected summarily.

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

### **31. AWARDING OF WORK:**

The work shall be awarded to the successful bidder based on Technical & Financial competitive bidding.

### **32. NUISANCE:**

The successful bidder 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 shall be completely responsible to ensure the safety and convenience of all concerned and at his own cost.

### **33. NO PARTNERSHIP:**

None of the terms and conditions of this Tender shall be interpreted or construed to create an association, joint venture or partnership between the Parties(except Partnership Firms), or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind the other Party except



as expressly provided under the terms of this Tender.

#### **34. MANDATORY REQUIREMENT:**

- a) The Bidder/ successful bidder 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/ successful bidder 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 successful bidder shall indemnify the ICAI against all claims which may be made upon the ICAI under the Employee's Compensation Act or any other statutory provisions applicable to the proposed work.

#### **35. SUB – LETTING OF ASSIGNMENTS:**

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

#### **36. INTELLECTUAL PROPERTY RIGHT**

The Intellectual Property Right including Copyright of all drawings and designs prepared by the Architect for the project shall vest with the ICAI

#### **37. INDEMNITY:**

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

#### **38. ARBITRATION:**

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions mentioned in this Tender Document or any agreement arising thereunder, or any order placed, in the first instance, the parties hereto shall try to resolve the same by mutual consultation within 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 both 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 at Sangrur. 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. The expenses of arbitration proceedings shall be borne equally by the parties.

#### **39. JURISDICTION:**

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

#### **40. STATUTORY COMPLIANCE:**

The Successful Bidder shall be responsible for complying with all the applicable laws/bye laws/rules/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it for performance of the Contract. The Successful Bidder 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.

#### **41. 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.

#### **42. FORCE MAJEURE:**

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

Force Majeure inter-alia shall not include

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

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

#### **43. SEVERABILITY**

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

#### **44. WAIVER:**

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

#### **45. TRANSITION PLAN:**

In the event of failure of the Architect/Consultant 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 Architect.

The existing Architect/Consultant 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 for such period as prescribed by the ICAI, for ensuring smooth switch over and continuity of Professional Services.

#### **46. NON- DISCLOSURE:**

The successful bidder shall not disclose directly or indirectly any information, of ICAI including but not limited to Infrastructure/ system/equipment, building plan, design, etc. which may come to the possession or knowledge of the Successful Bidder 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 Successful Bidder 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 Successful Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of ICAI. The Successful Bidder 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 Successful bidder and ICAI shall be entitled to claim damages and pursue legal remedies. The Successful Bidder 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 Successful Bidder 's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement for whatever reason.

#### **47. FALL BACK**

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

#### **50. TERMINATION**

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

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

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- a) The Architect refuses to provide services which the Architect is required to render under the Contract or refuses 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/adhere to the delivery schedules or variation in the quality of services.
- c) The Architect closes its business or dies 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.

g) In case there is any change in the constitution of the firm of the Architect for any reason whatsoever. In all the above cases, the contract may be terminated by giving 30 (Thirty) days' advance written notice to the Architect and Retention Money 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.

Notwithstanding anything contained herein above, either party may terminate the contract by giving 60 (sixty) days advance written notice to the other party without assigning any 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.

## **51. CONSEQUENCES UPON TERMINATION**

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

## **52. SELECTION PROCESS**

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

1. The evaluation should be based on QCBS (Quality Cost Based Selection) Method weightage of 70% to the Technical Score and 30% to the Financial Score as explained below:

- i. The Evaluation shall be carried out in 2 phases. Phase 1 includes Evaluation of Technical Bids as per existing Eligibility Criteria and assigning Technical Score (Ts) out of 100 marks.
- ii. The Financial Bids of those Technically Qualified bidders shall be opened and the Lowest bidder shall be assigned a score of 100 in the Financial Bid.
- iii. The Financial Score (Fs) of other (Technically Qualified) Bidders be calculated by following relation:  
$$Fs = 100 \times F1/F$$

Where:

Fs : The Financial score of the Financial Bid being evaluated

F1 : The quoted fee of lowest bid

F : The quoted fee in Financial Bid being evaluated

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

2. The Successful Bidder shall visit the site as and when required to inspect and render necessary advice for the on-going works.

3. Selection of ARCHITECT/CONSULTANT for the project will be based on the evaluation criteria fixed by the ICAI.

4. The fee shall be firm and fixed during the period of contract and no escalation or increase in fees of whatsoever degree or nature shall be allowed.

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

6. Pre-bid meeting will be held 05:00 pm on 21/07/2025 at SANGRUR BRANCH OF NIRC OF ICAI, CAPTAIN KARAM SINGH NAGAR, SUNAM ROAD, SANGRUR.

7. For any queries, the applicants may contact SANGRUR BRANCH OF NIRC OF ICAI, CAPTAIN KARAM SINGH NAGAR, SUNAM ROAD, SANGRUR Mobile.9855000634 or e-mail **sangrur@icai.org**

## **SECTION - II**

### **ELIGIBILITY CRITERIA**

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

1. The Proprietor or any of the Partner(s) or the Managing Director of the Bidder entity should be a Registered Member of the Council of Architecture of India and should have experience in providing Architectural /Consultancy Services for Government Building Construction Projects. Preference will be given to those who have experience in Repairs/ Renovation Projects.
2. The Bidder should have 3 years' work experience (up to 31st March 2025) in providing comprehensive Architectural/Consultancy for multi-storied Colleges/ schools/Institutional/Office Building related works comprising Renovation, Interior & Furnishing, designing, including engaging the services of consultants for other connected trades.
3. Minimum experience of providing Architectural/Consultancy Services in execution of One Educational/Institutional/Commercial Building projects of the value of Rs.45 Lakhs or Two Educational/Institutional/ Commercial Projects of value more than Rs.20 Lakhs each or Three Educational/Institutional/ Commercial Projects of value more than Rs.15 Lakhs each during last 5 (Five) years is compulsory to participate in this project. Experience in providing Consultancy Services for New Construction or Renovation Works may be considered as per discretion of ICAI.
4. The Bidder should have minimum average annual turnover of Rupees 15 lakhs in the last 5 (Five) financial years. The Bidder should not have incurred losses in any of the last 5 financial years starting from 2019-20. For the purposes of turnover only the 'fee' received on account of Professional Consultancy services shall be taken into account and taxes if any shall be excluded.
5. The Bidder should have proper Infrastructural facilities and supporting staff having experience in the field for not less than 3 years.
6. The Bidder shall have registered office or one of its offices or agree to set-up one of its offices at Sangrur or situated within a range of 25 Km from site with adequate number of supporting staff at senior and middle level and individual telephone/mobile facility along with all the necessary equipment required for providing seamless Comprehensive Architectural /Consultancy services.
7. Bidder should also submit the GST or IT returns from Assessment for the last three years or any other valid proof which confirms the address of its Office.

In addition to the above, the following information/documents should also be submitted along with the bid by the bidder:

- (i) Income Tax Returns & GST Returns (GST Return if Applicable) for the previous five financial years starting from FY 2019-2020 (self-certified true copies).
- (ii) Copy of Permanent Account Number (PAN) for income tax purpose.
- (iii) Copy of TDS certificate issued by the clients or Form 26AS downloaded from Income Tax website to substantiate the claim for the value of works executed.
- (iv) GST Registration Certificate.(If Applicable)
- (v) Certificate of Incorporation of the firm.
- (vi) In case of partnership firm, Power of attorney in favour of Partner submitting the tender on the letter head of the firm.
- (vii) Audited Balance Sheets for the last 5 financial years starting from FY2019-2020.(If Applicable or CA Turnover Certificate)
- (viii) In case of partnership firm, Latest copy of partnership deed
- (ix) Registration certificate with the Council of Architecture.
- (x) Declaration I, II, III in the given format.
8. The bidder may be disqualified if the Bidder has:
  - (i) Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification.
  - (ii) Record of poor performance such as abandoning the works, not properly completing the project, inordinate delays, poor workmanship or financial failure, etc.
  - (iii) The Tenderer is overbooked beyond his capacity to execute the work as per required schedules.
  - (iv) Been convicted for any offence by a competent court in/outside India.
9. Mere fulfilment of the minimum eligibility criteria shall not entitle the Firm/Architect to shortlisting. The shortlisting as well as final selection of Architect/ Consultant for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous clients/ employers etc.

### **SECTION - III**

#### **SCHEDULE OF SCOPE OF WORK/SERVICES**

The Scope of Services to be rendered by the "Architect/ Consultant" to complete the remaining/ renovation works of Branch building situated at SANGRUR BRANCH OF NIRC OF ICAI, CAPTAIN KARAM SINGH NAGAR, SUNAM ROAD, SANGRUR.

1. shall include but not limited to:

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

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

**SECTION – IV**  
**SCHEDULE OF PAYMENTS**

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

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

- Payment to the Architect would be made on stage-to-stage basis 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 and approved by the ICAI, till the tendered cost is known. As and when the tender cost is known, the payments made to the Architect based on estimates as aforesaid would be appropriately adjusted.
- Progressive bills (during execution of works i.e. stage 5) not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed.
- The ICAI will normally settle the Architect's bills within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final. The final payment will be made within 45 days after completion of Defects Liability Period of 12 months.
- For the purpose of evaluating Services rendered by the Architect, the cost of the works shall include the final cost of works executed at site including variations of all the works and materials purchased for which the Architect has rendered services but it shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.
- Obtaining Statutory approvals is included in the fees quoted by Architect i.e. no separate Fees/Amount will be paid on this account. However, actual Statutory fee will be paid by ICAI.
- GST will be paid extra. However, any payment is subject to TDS.
- **"Project Cost"** shall mean the cost (excluding GST) of Renovation, Interiors, construction of buildings and all related works/ infrastructure for which design services have been rendered by the Architect taken as least of the following three:
  - a) Detailed estimates of the works designed/given by the Architect and approved/sanctioned by the Institute.
  - b) Tendered costs of the works designed by the Architect.
  - c) The actual costs of the works executed on the site and designed by the Architects.

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

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



**SECTION - V**  
**EVALUATION CRITERIA**  
**(After qualifying as per given eligibility criteria)**

<b>S. No.</b>	<b>Criterion</b>	<b>Maximum Marks</b>
<b>A</b>	<b>Organizational and Professional Strength</b>	<b>35</b>
(i)	<p><b>Period of Architectural Practice*</b> up to 31st March 2025.  Up to 5 years – Marks 2.0  More than 5 years – Add 0.50 Marks (to above marks) for each year completed above 5 years subject to maximum 5 marks total.</p> <p>* In case of change of name or ownership of the bidder's firm please provide authentic legal proof to establish the original date of commencement of professional practice as Architect/Interior Designer/Consultant.</p>	<b>5</b>
(ii)	<p><b>Professional Strength of the Bidder who are Principal Owner/Partner of the Bidder firm.</b></p> <p>Marks to be awarded based on the personal CV demonstrating design innovation, achievements in terms of quality of design works, landmark buildings, publications, honours and awards received from national and international professional bodies, representation on international and national professional forums etc.</p>	<b>5</b>
(iii)	<p><b>Professional strength - Architecture / Interior Designer -In- house</b>  Architects employed with the Bidder firm:  Architects (with B.Arch. degree or equivalent) Marks  'per employee' on experience*:  &gt;10 years: 2.0 marks  &gt;7 and up to 10 years: 1.5 marks  5 and up to 7 years: 1.0 marks  <b>IMPORTANT:</b>  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*:  &gt;10 years: 02 marks  &gt;7 and up to 10 years: 1.5 marks  5 and up to 7 years: 01 marks  * Experience shall be counted only after the date of declaration of the result of the qualifying exam.</p>	<b>10</b>
(iv)	<p><b>Professional Strength – PMC Services</b>  Presence of professionals either in-house or associated* with the bidder i.e. PMC Consultancy and/or other relevant Professional.  Mark for 'PMC Consultancy (in House)' on experience:  &gt;10 years: 05 marks  &gt;7 and up to 10 years: 03 marks  5 and up to 7 years: 02 marks  Marks shall be awarded as per the above criteria subject to the total marks secured for organizational and professional strength subject to maximum marks allocated.</p>	<b>5</b>

(v)	<b>Professional Strength – Civil and Structural Engineering</b> Presence of professionals either in-house or associated* with the bidder Civil Engineers (B.E./B. Tech Civil or equivalent) Quantity Surveyors Mark ‘per employee’ on experience: >15 years: 01 marks >7 and up to 15 years: 0.5 marks 5 and up to 7 years: 0.25 marks If the Bidder has in-house professional strength in this category, then 1 Bonus Mark shall be awarded. This bonus mark will be added to the total marks secured for organizational and professional Strength subject to maximum marks allocated.	<b>5</b>
(vi)	<b>Professional Human Resource Mechanical Electrical and Plumbing Services</b> Presence of professionals either in-house or associated* with the bidder Electrical Engineers (B.E./B.Tech Electrical /Electronic or equivalent) Mechanical Engineers (B.E. / B.Tech Mechanical or equivalent), Quantity Surveyor or Other Professional / Scientific Staff  Mark ‘per employee’ on experience: >15 years: 01 mark >7 and upto 15 years: 0.5 marks 5 and upto 7 years: 0.25 marks  If the Bidder has in-house professional strength in this category then 1 Bonus Mark shall be awarded. This bonus mark will be added to the total marks secured for <b>organizational and professional strength</b> subject to maximum marks allocated.	<b>5</b>
	<b>IMPORTANT:</b>  List of all such persons with their field of specialization and tenure of work with the firm to be furnished as per prescribed formats given as annexure.  Only qualified salaried staff employed for more than <b>ONE year</b> as on 31st March 2025 shall be considered.. Principals/Partners will be counted for this purpose.	
<b>B</b>	<b>Experience of Work</b>	<b>40</b>
(vii)	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 31.03.2025 shall be considered for evaluation: Marks ‘per project’ based on “Project Cost”: >03crore project: 5 marks >02 and up to 03 crore project: 4 marks >01 and up to 02 crore project: 3 marks >0.7 and up to 01 crore project: 2 marks >0.4 and up to 0.7 crore project: 1 marks Project of 0.15 and up to 0.4 crore project: 0.4 marks 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 <b>IMPORTANT:</b> Buildings may be whole or part of larger complex/campus. Bidder must carefully choose the manner in which, He /She desires to submit the list of projects.	<b>30</b>

(viii)	Quality of Designs of Works Completed.  (Mark will be awarded by the Committee based on architectural appreciation of works completed especially reviewing the designs of new building works done in old Educational/Institutional Campuses)	<b>10</b>
<b>C</b>	<b>FINANCIAL CAPABILITY</b>	<b>25</b>
(ix)	Gross Total of Financial turnover in last five financial years Up to Rs.25 Lakh – Marks 5.0 More than Rs.55 Lakh – 1 Marks for every Rs. 3 Lakh (or part thereof above Rs.1 Lakh) subject to limit of maximum marks.  IMPORTANT: Audited financials of all relevant years and summary to be Submitted.  Gross Total of Financial Turnover shall mean the sum of Annual Financial turnovers in the last five financial years of the Bidder firm. For the purposes of turnover, only the “fee” received on account of consulting services shall be taken into account.	<b>25</b>
	<b>TOTAL A to C</b>	<b>100</b>

**Note:**

- The evaluation should be based on the QCBS (Quality Cost Based Selection) Method weightage of 70% to the Technical Score and 30% to the Financial Score as explained in the Important instructions.
- Evaluation of Professional Strength and Experience of work shall be done on the basis of list of projects submitted by the bidder.
- Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.
- Information as sought is to be given by individual bidder separately.
- Ongoing projects and/or virtual completion shall be considered for evaluation only wherever specified in the particular evaluation criteria.
- Gross Built-up Areas mentioned are for one single project unless stated otherwise in the particular evaluation criteria.
- Wherever sought, “experience” as on 31st March, 2025. shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
- To be eligible for qualifying, the Bidder must secure at least 50%(Fifty) percent marks in aggregate.
- The ICAI, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the ICAI on such interpretation and award of marks shall be final and binding on all Bidders. No reasons whatsoever shall be furnished regarding the award of marks.

## 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 or having Degree of B.E. in Civil?	State the Registration No. & attach a copy of the certificate
5.	Details of experience	Attach a separate sheet
6.	Important large projects executed during last 5 years starting from 2019-20 by the firm together with approximate cost of individual project. The full address of the clients for whom the works have been executed.	Details to be furnished in the prescribed Proforma (Format 3).
7.	Name and address of the Banker(s) of bidder.	Attach a separate sheet.
8.	Whether in last 10 years the bidder/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.
9	Whether in last 10 years the bidder/the Firm is or has been blacklisted by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	
10	Whether in last 10 years the bidder/ the Firm has ever withdrawn itself from any Contract awarded to it by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	

11	Whether in last 10 years the bidder/ 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 Bidder duly certified by Chartered Accountant/ should be enclosed in proof of their credit worthiness for the last Five consecutive financial years as per the Eligibility Criteria. 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/ company/Partnership firm)	
3(a)	Registered Address:	
3(b)	Telephone:	
3(c)	FAX/Tele-fax:	
4(a)	Contact Person	
4(b)	Designation	
4(c)	Full Postal Address:	
4(d)	Email id	
4(e)	Mobile no.	
5.	Number of years of experience:	
6.	Number of similar eligible works executed during the last 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 Bidder ever required to suspend the eligible works for a period of more than six months continuously after commencement?	
11.	Has the Bidder or any constituentpartner in the case of partnership firm, ever abandoned the awarded works before theircompletion? If so, give the name of the project and reasons for abandonment.	
12.	Has the Bidder or any constituentpartner 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 bidder or any constituent partner in case of partnership firm, ever been convicted?	
14.	Whether the bidder is involved in frequent litigations in the last five years?	

Signature, date and stamp of  
the Bidder /Authorized representative

**List of technical personnel**

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

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

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

Signature, date and stamp of the Bidder/  
Authorized representative

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

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

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

Signature, date and stamp of the Bidder /  
Authorized representative

**Format 3(A)**  
**List of Important Projects Executed**

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

**DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST FIVE YEARS**

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

Note:

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

Signature, date and stamp of the Bidder /  
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 Bidder /  
Authorized representative

**Format 3(C)**

**(On the Letterhead of the Chartered Accountant)**

**TO WHOMSOEVER IT MAY CONCERN**

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

<b>S.N O</b>	<b>FINANCIAL YEAR</b>	<b>TURNOVER (In Lakhs)</b>	<b>PROFIT/LOSS (In Lakhs)</b>	<b>REMARKS (IF ANY) Whether the certificate is based on audited or unaudited, provisional figures.</b>
1	FY 2019-2020			
2	FY 2020-2021			
3	FY 2021-2022			
4	FY 2022-2023			
5	FY 2023-2024			
<b>Total</b>				

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

**(Signature)**

**(Name of the Chartered Accountant)**

**Membership No:** \_\_\_\_\_

**UDIN No:** \_\_\_\_\_

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**DECLARATION - I**  
**Declaration of Integrity and No Conflict of Interest**  
**(On the Letter Head of the Bidder)**

I/ We hereby declare that I/ We shall –

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

Conflict of Interest: -

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

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

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

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them.
- c) Have the same legal representatives for purposes of the Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or
- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid: or
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e. ICAI as engineer-in-Charge/Consultant for the contract.

For an on behalf of

.....

Signature (with seal)

Name of the Person Designation

Date:

Place:

(Authorised Representative/Signatory)

## DECLARATION - II

### Declaration by the Bidder regarding Qualifications(On the Letter Head of the Bidder)

In relation to my/our Bid submitted to the Institute of Chartered Accountants of India for..... . in response to their Notice inviting Bids bearing Ref. No.: .....  
Dated, --/--/2025.

I/We hereby declare that:

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

Date:  
Place:  
Designation Address

(Signature of bidder)  
Name

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

To,

The Chairman,

----- branch of ---- of ICAI,

-----

Dear Sir,

Sub: Tender for .....

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

1. That we are not involved in any major litigation that may have an adverse impact or compromise the delivery of services under this project.
2. That we are not blacklisted by any Central/State Government/Public Sector Undertakings / Autonomous Bodies under Central/State Government/Multinational Companies or by any Other Organization during the last 10 years from today.
3. That we are registered with the Council of Architecture.

(Signature of Authorized Person)

Name :

Designation :

Date:

Place :

Office Seal :

Business Address:

Witness with Signature:

1) Name & Address:

2) Name & Address:

**ANNEXURE - I**  
**Application Format**  
(On the original letter head of the Bidder)

Date:

To,

The Chairman,

----- branch of ---- of

ICAI,

-----

-----

**Subject: TENDER FOR APPOINTMENT OF ARCHITECT/CONSULTANT FOR PROVIDING COMPREHENSIVE ARCHITECTURAL AND CONSULTANCY SERVICES FOR THE RENOVATION WORKS AT -----**  
-----,

Dear Sir,

1. Being duly authorized to represent and act on behalf of.....(Hereinafter referred to as `Bidder`) and having reviewed and fully understood all the information provided in the Tender document, I/We hereby submit my/our offer to you in accordance with the terms and conditions and within the time mentioned in the Tender documents at the rates quoted by me/us in the Financial Bid duly signed in a sealed cover as required along with Technical Bid for appointment of Architect/Consultant for the above cited project.
2. We have enclosed herewith a Demand Draft for an amount of Rs. 1,180/- inclusive of GST drawn on \_\_\_\_\_, in favour of "The Secretary, The Institute of Chartered Accountants of India", against Tender Fee and Demand Draft for an amount of Rs. .... drawn on \_\_\_\_\_, in favour of "The Secretary, The Institute of Chartered Accountants of India", against EMD amount.
3. ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents and information submitted with the enclosed bid and to seek clarification from our bankers and clients regarding any financial and technical aspect. This letter 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 the enclosed bid such as the resources, experience and competence of the bidder.
4. ICAI and its authorized representative may contact the following person for information:-  
\_\_\_\_\_
5. This application is made with full understanding that:
  - (a) Bid will be subject to the verification of all information submitted for appointment at the time of bidding.
  - (b) ICAI reserves the right to:
    - amend the scope and in such event, bids will only be called from pre-qualified Bidders who meet the revised requirements/criteria; and
    - Reject or accept any bid, cancel the appointment process and reject all bids.
6. The undersigned declares that the statements made and information provided in the duly completed bid along with the annexures, is complete, true and no information is withheld, suppressed or misrepresented. It is further understood that furnishing of wrong or misleading or incomplete information or suppression of facts will lead to disqualification.

Signature:

Name:

|

(For and on behalf of\_\_\_\_\_)

**Encl:**

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

**ANNEXURE - II**  
**Format of Agreement**

This Agreement is made on this the..... day of ..... 2025 at .....

**BETWEEN**

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

**AND**

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

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

**WHEREAS**

- A. The ICAI is absolute owner and in peaceful possession of an Institutional building known as. "ICAI BHAWAN", at -----,-----751012 (hereinafter referred to as "said building").
- B. ICAI, being desirous to carry out renovation & other allied works in the said building (hereinafter referred to as the "Project"), had floated a Tender dated.....for appointment of Architect for providing Architectural and Consultancy services (hereinafter referred to as "said work") therefor.
- C. The Architect/consultant, an individual/ a firm of Professional Architects/Engineers & other professionals is in existence for a long time and having good experience in providing professional architectural and project management consultancy services.
- D. The Architect/Consultant had made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the Tender document floated by ICAI for engagement of Architect/Consultant for providing Comprehensive Architectural/Consultancy Services in respect of the project or having any connection therewith, and had examined and considered all other matters, conditions and possible contingencies, and all the matters incidental thereto and had offered to execute said work.
- E. ICAI accepted the offer of Architect/Consultant for executing the said work and conveyed its acceptance vide letter no\_\_\_, dated\_. The duly signed and stamped acceptance of the Letter of Intent was received by the ICAI from the Architect/ Consultant on ....., 2025.
- F. The Tender Documents including the Notice Inviting Tender, Instructions to Bidders, General Obligations, Time Schedule for providing services, Letter of Intent, Letter of Acceptance, Annexures, Appendices and instructions as may be issued from time to time by the ICAI shall form an integral part of the contract though separately set out and are included in the expression "Contract" wherever herein used.
- G. The Parties hereto agree that this Agreement shall supersede all previous writing/s and document/s exchanged/executed between the parties hereto in respect of this transaction unless expressly mentioned herein and is finally agreed understanding between the Parties hereto.
- H. Based on the above declaration and assurances, the Parties hereto have decided to reduce the terms and conditions of the agreement into writing as hereinafter appearing.



## **NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

### **1. Scope of Work**

1.1 The Scope of Services to be rendered by the "Architect/ Consultant" to complete the remaining/ renovation works of the said building shall include but not limited to:

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

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

### **2. SCALE OF CHARGES AND MODE OF PAYMENT**

The ICAI will pay to the Architect/Consultant as remuneration for the services rendered by him/it 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 (excluding GST) of the project + applicable GST payable to the Architect/ Consultant for rendering his services.

<b>S. No.</b>	<b>Mode of Payment</b>		<b>(%) of Total Fees Payable</b>
1	Stage 1	Advance	5 % of the Fee (to be adjusted in Next payment).
2	Stage 2	On approval of Designs and submission of Detailed Estimates	10 % of fee estimate less payment made in stage 1 (payable in two sub-stages as per progress of work).
3	Stage 3	On submission of BOQ & Finalization of Quotation/offer.	15% of fee estimate less payment made in stage 1 and 2 (as per progress of work).
4.	Stage 4	After appointment of Contractor	20% of fee estimate less payment made in stage 1 to 3 (as per progress of work).
5.	Stage 5.	Execution of works	90% of fee (Less payments already made in Stages 1 to 4), to be paid on pro-rata basis as per amount of work done by Contractor, Certified and Verified by Consultant.

6.	Stage 6.	Verification of Final Bills of all the Vendors including submission of As Built Drawings etc.	95% of fees (Less payments already made in Stages 1 to 5).
7.	Stage 7.	After Completion of defect liability Period.	100% of fees (Less payments already made in Stages 1 to 6).

- Payment to the Architect/Consultant would be made on a stage-to-stage basis 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. The ICAI will settle the Architect/Consultant's Bill within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final. The final payment will be made within 45 days from the date of completion of Defects Liability Period of 12 months.
- Progressive bills (during execution of works i.e. stage 5) not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed. For the purpose of evaluating Services rendered by the Architect, the cost of the works shall include the final cost of works executed at site including variations of all the works and materials purchased for which the Architect has rendered services but it shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.
- Obtaining Statutory approvals is included in the fees quoted by Architect i.e. no separate Fees/Amount will be paid on this account. However, actual Statutory fee will be paid by ICAI.
- GST will be paid extra. However, any payment is subject to TDS.
- **"Project Cost"** shall mean the cost (excluding GST) of Renovation, Interiors, construction of buildings and all related works/ infrastructure for which design services have been rendered by the Architect taken as least of the following three:
  - a) Detailed estimates of the works designed/given by the Architect and approved/sanctioned by the Institute.
  - b) Tendered costs of the works designed by the Architect.
  - c) The actual costs of the works executed on the site and designed by the Architects.

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

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

Fees paid/payable by the Institute in terms of this Contract..

### 3. REIMBURSABLE EXPENSES:

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

### 4. 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 of the Architect/Consultant for performance of its obligation in respect of the contract. 50% (Fifty percent) of the amount so deducted shall be released to the Architect after the successful completion of the work and balance 50% of amount shall be released after the Defect Liability Period i.e. 12 months from the date of issue of Final Completion Certificate or two months from the date of latest Rectification of work, whichever is later. No interest shall be payable on this amount.

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

- a) If the Architect/Consultant changes the rates of contract during the contract period

- b) If the Architect/Consultant withdraws from the work during the period of Contract
- c) If the Architect/Consultant fails to perform the work to the satisfaction of the ICAI.
- d) If the Architect/Consultant is found to be indulged in Canvassing, Fraud, Corruption, bid rigging, collusive bidding, Misrepresentation, Mal Practices etc. in any form in connection with tender culminated into award of contract and this Agreement.
- e) If the Architect/Consultant is found to be suppressing the information or furnishing wrong information or providing incomplete information.
- f) If the Architect/Consultant fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender/ Agreement.
- g) If the Architect/Consultant fails to pay Penalty and/ or Liquidated Damages.
- h) If the Architect assigns or sub-contracts the work under the contract without the prior written permission of the ICAI
- i) If the Architect/Consultant 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/Consultant to meet/adhere to the delivery schedules or variation in the quality of services.
- j) If the Architect/Consultant violates any of the applicable laws including rules, regulations, notifications, orders, directions, guidelines, Acts etc.
- k) If any amount which ICAI becomes liable to pay to the Govt/ third party for any default of the Architect/Consultant or any of his personnel/agents.

## **5. ICAI'S RESPONSIBILITIES**

The following shall be the responsibilities of the ICAI:

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

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

- 6.1 The Architect/Consultant shall keep the ICAI informed about the progress of work.
- 6.2 The Architect/Consultant shall appoint specialized sub-consultant (s), if necessary.
- 6.3 The Architect/Consultant shall be responsible for the direction and integration of the other Consultants, and shall be fully responsible for the calculations, the design and periodic inspection and evaluation of the work entrusted to them.
- 6.4 The Architect/Consultant shall advise the ICAI on the time schedule (Bar Chart/PERT/CPM Network) prepared by the contractors for the completion of work, if required.
- 6.5 The Architect/Consultant shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the ICAI.
- 6.6 Any professional services to be rendered by the Architect/Consultant at the instance of the ICAI after the agreed project completion period shall be compensated for on mutually agreed terms.
- 6.7 The Architect/Consultant shall exercise all reasonable skill, care and diligence in the discharge of its duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.
- 6.8 The liability of Architect/Consultant for his failure to exercise all reasonable skill care and diligence in the discharge of his duties shall be limited to 3 years after virtual completion of the works.
- 6.9 The Architect/Consultant shall ensure quality control of material used in the construction of the project. In case, any defect is found in the quality of material used or for any damage, liability is inflicted on the ICAI with regard to the same, the same shall be borne by the Architect/Consultant.
- 6.10 The Architect/Consultant shall obtain all the necessary statutory approvals from the concerned authorities, if any. In case, any liability or damage is caused to the ICAI for not obtaining the required approvals by the Architect/Consultant, the same shall be borne by the Architect/Consultant.
- 6.11 The Architect/Consultant shall supply minimum following set of drawings and documents free of cost as herein mentioned:

A. Pre-Construction stage 3 Sets & 1 CD

B. Construction Stage

- 1 3 Sets + 1 CD to ICAI
- 2 1 Set to Site Engineers
- 3 3 Sets to Contractors / Specialist Agencies

C On completion

3 Sets of actually As Built Drawings to ICAI.

D. To Public Authorities (for approval of the scheme) as required

## **7. SCHEDULE OF COMPLETION OF WORK**

The Architect/Consultant shall complete the works as detailed in this agreement as per the following schedule:

1. First Phase within a period of \_\_\_\_\_ months from the date of this agreement.
2. Second Phase within a period of \_\_\_\_\_ months from that of completion of first stage.
3. Third Phase within a period of \_\_\_\_\_ months from that of completion of second stage.
4. Fourth Phase within a period of \_\_\_\_\_ months from that of completion of third stage.
5. Fifth Phase within a period of \_\_\_\_\_ months from that of completion of fourth stage.
6. Sixth Phase within a period of \_\_\_\_\_ months from that of completion of fifth stage.
7. Final Phase within a period of \_\_\_\_\_ months from that 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. RENOVATION/ REPAIRING COST**

The Renovation/ Repairing cost of the Project shall be between Rs.80 lakhs to Rs.90 lakhs excluding GST.

## **9. USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS**

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

## **10. INTELLECTUAL PROPERTY RIGHT**

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

## **11. ALTERATION IN SCOPE OF WORK AND CHANGE ORDER CALCULATION**

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

## **12. LIQUIDATED DAMAGES**

If the performance of work/services is delayed beyond the time schedule due to reasons attributed to the Architect, the Architect shall pay the liquidated damages to ICAI for delay but not by way of penalty at the rate of 2 % 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 the 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 this agreement.

### **13. INDEMNITY**

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

### **14. PENALTY**

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

It is clarified that the opinion given, or certifications furnished by the Architect/Consultant is going to be utilized/ relied upon by ICAI. Therefore, the Architect/Consultant needs to note that in the event its opinion/ certification turns out to be untrue, faulty and factually incorrect or it is found that the Architect/Consultant was negligent while rendering the services or it is found that the Architect/Consultant had colluded with any other party causing loss (pecuniary or otherwise) to the ICAI, the ICAI besides fixing responsibility of the Architect/Consultant, imposing penalty @ 10% of total fee, may also blacklist such Architect/Consultant's name and may also approach the concerned professional bodies with complaints of professional misconduct, etc. on part of the Architect/Consultant for suitable action thereon by them. The ICAI also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the consultant.

### **15. RESERVATION**

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

### **16. 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.

### **17. 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, the standard of care with reference to, or any liability to, any person not a Party to this Agreement.

### **18. TERM**

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

### **19. TERMINATION**

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

19.2 Without prejudice to any other rights or remedy available to ICAI, the ICAI may terminate the contract, at

its option in whole or in part in case of any of the following violations by the Architect/Consultant and entrust the work to some other Architect/Consultant, in case:

- a) The Architect/Consultant refuses to provide services which the Architect/Consultant 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/Consultant 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/Consultant to meet/adhere to the delivery schedules or variation in the quality of services.
- c) The Architect/Consultant closes its business or dies 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/Consultant;
- d) The Architect/Consultant assigns or sub-lets the work under the contract without the priorwritten permission of the ICAI;
- e) If at any time, it is found that any of the information/document provided by the Architect/Consultant is false;
- f) In case there is any change in the constitution of the firm of the Architect/Consultant for any reason whatsoever

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

19.4 Notwithstanding anything contained hereinabove, either party may terminate the contract by giving 60 (Sixty) days' advance written notice to the other party without assigning any reason subject to completion of awarded dispatch orders.

19.5 Even after the termination of its engagement, the Architect/Consultant 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/Consultant's appointment; but shall not be entitled to additional remuneration therefor.

## **20. CONSEQUENCES UPON TERMINATION**

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

## **21. ARBITRATION**

That in the event of any question, dispute or differences arising out or in connection with any of the terms and conditions of the Agreement, in the first instance, the parties hereto shall try to resolve the same by mutual consultation 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 at Sangrur. 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. The expenses of Arbitration proceedings shall be borne equally by the parties.

## **22. JURISDICTION**

Subject to the arbitration agreement contained herein above, any dispute between the parties arising out of this

agreement shall be subject to the jurisdiction of the Courts at Sangrur.

### **23. FORCE MAJEURE**

Notwithstanding anything contained in the Agreement, the Architect/Consultant 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, pandemics, 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 carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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

### **24. ASSIGNMENT**

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

### **25. ENTIRE AGREEMENT**

This agreement contains the entire agreement between the two parties concerned. Any previous written or oral agreement relating to this subject matter except Tender Document and LOI/Work Order is hereby superseded and cancelled. No representation, guarantee, modification or agreement shall affect this agreement unless made in writing and executed with the same formalities.

### **26. NOTICE**

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

The designated correspondence addresses of the Parties are:

**For ICAI:**

**For Architect/Consultant:**

### **27. SEVERABILITY**

If any provision of this Agreement is found not to be tenable in law, the same shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement is determined to be

unlawful or otherwise unenforceable, the remainder of this 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 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.

**28. WAIVER:**

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

**29. TRANSITION PLAN:**

In the event of failure of the Architect/Consultant 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/Consultant. In such case, the ICAI shall give prior notice to the existing Architect.

The existing Architect/Consultant 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 Architect/Consultant shall render all reasonable assistance to the new Firm/Architect for such period as may be prescribed by the ICAI, for ensuring smooth switch over and continuity of Professional Services.

**30. NON- DISCLOSURE:**

The Architect/Consultant shall not disclose directly or indirectly any information including but not limited to Infrastructure/ system/equipment, material etc. which may come to the possession or knowledge of the Architect/Consultant 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/Consultant 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/Consultant shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of ICAI. The Architect/ Consultant 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/Consultant 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.

**31. FALL BACK ARRANGEMENTS:**

In case of breach of terms of this agreement committed by the Architect/Consultant, the ICAI may terminate the contract by giving 30 days' notice and may inter alia further award contract to any other Architect at the risk and cost of the defaulting Architect. In such case, any higher price to be paid by ICAI to the newly appointed Architect shall be recoverable from the defaulting Architect by forfeiting the Retention Money including any amount due and payable by ICAI.

In witness whereof the parties hereto have subscribed their respective hands hereto and, on a duplicate, hereof at the place and on the day, month and year herein above first mentioned.

Signed and delivered for and on behalf of THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA by

It's duly authorized official in the presence of

1)

Signed and delivered by the architect/consultant in named m/s.\_\_\_\_\_ its duly authorised official in the presence of

2)



Part -II  
**FINANCIAL BID**

**(On the Letterhead of the Bidder)**

The Bidder is required to submit the financial bid in the following format. The rates quoted by the Bidder shall be exclusive of GST as applicable. Financial Bid will be submitted in a separate sealed envelope superscribing thereon "Financial Bid".

<b>S. No.</b>	<b>Particulars</b>	<b>Fee in % + GST thereon to be mentioned separately (The fee should be quoted on the Project Cost, exclusive of GST).</b>
1.	Architectural and Consultancy services for proposed renovation works, Sangrur Branch of NIRC of ICAI	
	GST	
	<b>Grand Total</b>	

**Name:**

**Date:**

**Sign:**

**Address with Phone No and E Mail ID:**

**Stamp:**