

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

APPLICATION

FOR

PRE-QUALIFICATION OF ARCHITECT FOR COMPREHENSIVE ARCHITECTURAL/PMC
SERVICES FOR ICAI'S PROPOSED INSTITUTIONAL BUILDING AT
PHASE -1, ADJOINING KALI MATA TEMPLE, MODEL TOWN, BATHINDA

PART – I : PRE – QUALIFICATION BID

Issued To:-

M/s. Bathinda Branch of NIRC of ICAI

Address # 21301, Dr. Nohria Street,
Guru Kanshi Marg,
Bathinda - 151001

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002
Branch Office: Dr. Nohria Street, Guru Kashi Marg, Bathinda 0164-2211693

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PART - II

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| FINANCIAL BID | |
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Head Office : 'ICAI Bhawan', Indraprastha Marg, New Delhi – 110002
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0164-2211693

EXPRESSION OF INTEREST (EOI)

ICAI invites applications, in prescribed format, from experienced and reputed Architectural firms/Architects for pre-qualification of Architects for comprehensive architectural/PMC services for its proposed institutional building at **Phase-1, Model Town, Adjoining Kali Mata Temple, Bathinda**. The last date of receipt of duly filled in Pre-Qualification Bid is on or before **3rd April 2015 at 1500 Hrs** at # 21301, Dr. Nohria Street, Guru Kanshi Marg, Bathinda. The detailed terms and conditions/Pre-Qualification Application are available at ICAI's website www.icaai.org and www.icaibathinda.org

Acting Secretary, ICAI

SECTION - I

IMPORTANT INSTRUCTIONS TO APPLICANTS

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

1. Proposed Institutional Branch Building of ICAI (1986 Sq. Yards) at Phase-1, Model Town, Adjoining Kali Mata Temple, Bathinda.
2. The application form, the eligibility criteria and the detailed time schedule is available in the “Tender” section on ICAI’s web site www.icaai.org and also at www.icaibathinda.org.
3. Intending applicants are required to submit in duplicate 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. The duly filled in application in a sealed envelope / cover super-scribing “Application for pre-qualification of Architects” shall be addressed to The Chairman, The Institute of Chartered Accountants of India, ICAI Bhawan, Dr. Nohria Street, Guru Kashi Marg, Bathinda so as to reach on or before **15:00 Hrs on 3rd April 2015**. The same will be opened by Infrastructure Committee of the Bathinda Branch on 3rd April, 2015 at The Institute of Chartered Accountants of India, Bathinda Branch, Dr. Nohria Street, Guru Kashi Marg, Bathinda at 17:00 Hrs.
4. The tender fee is ₹ 5,000/ (Rupees Five Thousand Only)- non-refundable in the form of Demand Draft in favour of “The Bathinda Branch of NIRC of ICAI” along with application form. Without application fee, the application form will not be considered.
5. The ICAI reserves the right to accept any or reject all the applications without assigning any reasons whatsoever.
6. As time is the essence of a contract, the ability and competence of the applicants to render required services within the specified time frame, will be a major factor while deciding the selection of the Architects.
7. The application shall be signed by the person(s) on behalf of the organization having necessary Authorization/ Power of Attorney to do so. Each page of the application shall be signed (copy of Power of Attorney/ Memorandum of Association shall be furnished along with the application/ proforma).
8. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the application.
9. Both the forms of applications (original and duplicate copy) shall contain copies of all the enclosures separately. In case of discrepancy between original & duplicate, the contents of the original shall be treated as correct. The application forms issued by the ICAI/ downloaded from the website only shall be used for signature and submission to the ICAI.

10. While filing up the application with regard to the list of important projects completed or on hand, applicants shall only include those works which individually cost not less than Rs.300 lakhs.
11. The scale of fees payable for Comprehensive Architectural services shall include all the works i.e. architectural services including PMC, site development, Interior Architecture, Landscape Architecture, Graphic design & signage etc.
12. The Architect shall visit the site as and when required to inspect and render necessary advice for the ongoing works. The fee payable to architect shall include charges for the visit to the site of the Project and / or for any meetings at branches/Regional Councils/Offices of ICAI, all travelling expenses, lodging & boarding expenses, local travel / transport charges up to the extent of minimum four visits per month by at least two experts / professionals / architects.
13. The appointed architect shall, with the prior approval of the ICAI and within the fees payable to them, engage the services of well qualified specialists of consultants pertaining to the following services,
 - Geo-tech
 - Structural
 - Electrical & lifts
 - Air conditioning
 - Green Building
 - Plumbing, sanitary, drainage and water supply etc.
14. The applicant shall have registered office with not less than 100 sq. mt. carpet area with necessary equipment and supporting staff at senior and middle level and independent telephone/mobile facility at their office and residence.
15. Services to be rendered by the Architect (in brief)
 - to take instructions from the ICAI and prepare sketch designs, making revisions till sketch designs are finally approved by the ICAI and making preliminary estimates of cost.
 - to submit required drawings to the Statutory Authority/Authorities and obtain all approvals including commencement certificate.
 - to engage and instruct consultants.
 - to prepare Architectural working drawings, Structural drawings including design and all other drawings for various trades.
 - to scrutinize applications for empanelment of contractors, forward recommendations to the ICAI for making a panel of contractors.
 - to draw detailed specifications, estimates, draft tender for various trades.
 - to submit Assessment Reports on tenders received for various trades along with comparative statements and recommendations for award of work.
 - to prepare and supply 6 sets of all drawings for execution.
 - to visit site as and when required by the ICAI.
 - to submit in detail, quantities of steel and cement.
 - to obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority.
 - to submit Completion Drawings.

- to render assistance to the ICAI for settlement of initial rateable value.
 - any other services connected with the said works usually and normally rendered by the Architects and not referred to in above including complete supervision, administration of contract and certification of payments.
 - Project Management Consultancy for the project.
 - Co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project.
16. Applications containing false and/or incomplete information are liable for rejection. The ICAI shall obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials.
17. Decision of the ICAI in regard to selection of the Architect shall be final. The ICAI is not bound to assign any reasons therefore.
18. Pre-qualified Architects will be allowed to participate in the commercial offers/bids for the proposed office Building work as per the instructions and brief to be issued subsequently. Selection of Architect for the project will be based on the evaluation criteria fixed by the ICAI.
19. For any queries, the applicants may contact at Bathinda branch office, Mobile: 93160-07600 or e-mail nirc_btd@yahoo.co.in/kuldeep_s_sra@yahoo.uk.

SECTION - II

ELIGIBILITY CRITERIA

Applications are invited in the prescribed proforma from the firms of Architects/practicing Architects who :

- (i) are Registered Members of Council of Architecture, New Delhi India.
- (ii) have completed planning and designing of multi-storied Colleges/ Schools/ Institutional/ Office Buildings preferably for Government/ Semi-Government/ Government of India Undertaking/Multinational companies, during last 5 years ending 31st March, 2014. Completed works shall include providing comprehensive Architectural services for multi-storied Colleges/ schools/ Institutional/Office Building comprising planning, designing, submission of plans, obtaining necessary approvals from all the concerned Statutory Authorities including engaging the services of consultants for other connected trades.
- (iii) Having proper supporting staff and infrastructural facilities and experience in the field for not less than 5 years.
- (iv) Architects /Architectural firms should have their Head Office or office or any other support arrangements at Bathinda for pursuing the matter related to the project for obtaining necessary approvals/NOCs/Certificates from local Statutory Authorities or Govt. Offices.

SECTION - III

SCHEDULE OF SCOPE OF WORK/SERVICES

1. **Scope of Services:**

- 1.1 The scope of Services to be performed relates to the design, construction and completion of the proposed building at Phase -1, Adjoining Kali Mata Temple, Model Town at Bathinda (Punjab).
- 1.2 The scope of services includes comprehensive Architectural and engineering design services including but not limited to preparing all drawings, design basis reports, details, estimates, specifications, bill of quantities, working drawings, as required for execution of the project and to the complete satisfaction of the Institute / the Project Authority for each of the following components:
 - 1.2.1 Architectural Designs and site development
 - 1.2.2 Civil and Structural Design
 - 1.2.3 Heating, Ventilation and Air Conditioning (HVAC), Electrical, Plumbing and Sanitary and Sewerage, Water Supply, Fire Fighting, Acoustics, Illumination and all other Mechanical and Electrical, electronic and communication systems.
 - 1.2.4 Landscape Designs
 - 1.2.5 Interior Designs
 - 1.2.6 Graphic Designs and Signage
 - 1.2.7 Rain Water Harvesting Scheme
 - 1.2.8 Applying and obtaining with various submittals to Statutory/Municipal Authorities at different stages of the project.
 - 1.2.9 Project Management Consultancy

2 **Preliminary Services:**

- 2.1 The Architect shall take the Institute/Project Authority's instructions as to the Institute's requirements and brief, assessing them, giving advice and rendering services for the successful completion of the Project.
- 2.2 The Architect shall examine the Site and its surroundings including the constraints thereof and advise the Institute and/or the Project Authority on the manner by which these may affect the Project.
- 2.3 The Architect shall advise on the need for any special surveys, investigations, model tests or feasibility studies and propose the appropriate action.
- 2.4 The Architect shall carry out such studies as may be necessary pursuant to the Institute's requirements, reviewing the Institute's requirements and submitting applications and obtaining planning permissions and building approvals from the relevant authorities and to comply with other requirements.

3 **Preliminary Design Phase**

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

- (i) establish the design criteria, parameters and basic considerations with respect to the general image and character desirable for the Project and
 - (ii) ascertain accurately the requirements of the Project, including timescale and any financial limits, submittal dates and project phasing or schedule in relation to the Project.
- 3.2 The Architect shall in consultation with the other professional architects and/or sub-architects, prepare design studies on the Project and submit a preliminary designs consisting of scaled drawings and design basis reports for all components of the project for approval by the Institute and/or the Project Authority.
- 3.3 The preliminary design shall include
- 3.3.1 The Architectural and interior design concept, furniture layout, selection of loose furniture, finishes, colour scheme, light fixtures, reflected ceiling plan design intent and perspective sketches.
 - 3.3.2 Proposed concepts for indoor and outdoor landscaping, street furniture, signage etc
 - 3.3.3 Proposed structural systems including construction systems and methods
 - 3.3.4 Schematic layouts of all services and utilities including but not limited to Mechanical, Electrical (both high and low voltage), and Plumbing (MEP), Networking, Fire-fighting, security and alarm systems, building management services, etc .
- 3.4 The Architect shall prepare the preliminary sketch designs to interpret the design brief and shall prepare preliminary estimates of the probable construction costs based on current area, volume or other unit costs.
- 3.5 The Architect shall prepare all necessary drawings and finishes schedules and other details as required for preparation of preliminary estimates and in consultation with the quantity surveyor prepare and submit to the Institute and/or the Project Authority for approval of preliminary cost estimate of the Project.
- 3.6 Upon obtaining the approval of the Institute and/or the Project Authority for the said preliminary design and the said preliminary cost estimate, the Architect shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed with the Works.

4 Statutory Approvals and GRIHA certifications

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

associated liaison with the certification authorities. The onus of obtaining the final certification shall lie with the Architect and as such the Architect shall be duty bound to ensure proper and complete documentation as required to be done during the construction by the project management agencies.

5 Design Development Phase

- 5.1 The Architect shall, on the basis of the preliminary design as approved by the Institute (and/or the Project Authority) and the relevant authorities, prepare for the approval of the Institute and/or the Project Authority, the programme of services and the design development documents of all components of the project which shall consist of drawings showing plans, elevations and cross-sections and all other drawings necessary for the implementation of the Project and which serve to illustrate the size and character of the entire Project in sufficient details.
- 5.2 The Architect shall also submit detailed design basis reports of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Architect shall coordinate with such professionals, attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the design proposals.
- 5.3 The Architect shall prepare construction costs estimates at each stage of the design development process. The Architect shall ensure that all the architects and sub-architects appointed for the purpose by the Architect shall provide similar drawings, information and details in respect of design and other specialist work undertaken by them along with the cost estimates. The Architect shall also ensure that all the said drawings comply with the requirements of the relevant statutory authorities and are in accordance with the cost estimates approved / budgeted by the Institute.
- 5.4 The design development phase may consist of numerous iterations and consultative meetings with the Institute's various Committees. The Architect upon receiving comments / feedback from the Institute and/or the Project Authority on the said design development documents and cost estimates, shall make changes amendments and again submit the same till the designs and details are approved by the Institute for the purposes of preparing the drawings and documents in sufficient detail for preparation of the bill of quantities and tender documents.

6 Documentation and Tender Phase

- 6.1 Upon receiving the approval of the Institute for the design development documents, the updated costs estimates and the programme of services, the Architect shall coordinate the work of all the other architects / sub-architects appointed by him and/or by the Institute to provide various services under this arrangement and prepare and submit the following:
 - 6.1.1 review the design and drawings to ensure compliance with the applicable laws and with the requirements of the statutory authorities
 - 6.1.2 prepare a detailed bill of quantities based on the approved design;
 - 6.1.3 prepare the technical specifications and drawings;

- 6.1.4 attend meetings and provide information to the Institute/the Project Authority to prepare, float and process various tender documents for all components of the project;
 - 6.1.5 co-ordinate the detailed design with the other professional architects if any appointed by the Institute to achieve a fully integrated and co-ordinated design for the Project;
 - 6.1.6 develop floor-by-floor and room-by-room data sheets and review with the Institute's requirements;
 - 6.1.7 ensure that all documentation produced is clear, precise and unambiguous and is in a simplified format easily comprehensible by the Institute, the other professional architects, advisors, contractors and suppliers;
 - 6.1.8 amend the design development documents as and when directed by the Institute and as necessitated by any functional or financial requirements;
 - 6.1.9 produce a time schedule using a professional project management software for execution of various components of the project from start to commissioning;
 - 6.1.10 produce, when required by the Institute, addenda relevant to the specific trade packages or tender documents;
 - 6.1.11 collate all schedules, information, technical data, etc on finishes, equipment, fittings, products, colours and specification as required to enable the interpretation of the services documentation and requirements to be integrated in the design;
 - 6.1.12 ensure that the products and materials specified are readily available and obtainable to achieve the requirements of the overall programme;
- 6.2 The Architect shall further ensure that all the tender documents set forth, describe and prescribe in detail the works to be performed so as to enable competitive quotations or tenders to be called. The Architect shall furnish to the Institute / the Project Authority, such plans, details, specifications, special conditions of contract and any other documents to enable the Institute / the Project Authority to prepare all tender and contract documents. The Architect shall provide overall supervision to ensure that all the said drawings, specifications, plans, details, specifications conditions of contract and documents comply with the requirements of the relevant authorities and are in accordance with the approved cost estimates.
- 6.3 The Architect shall (i) reply, in the form of written instructions any queries raised during the tender period in relation to the trade packages and/or the tender documents and (ii) attend all meetings convened by the Project Authority in relation to the opening and/or assessment of tenders received.
- 6.4 The Architect shall attend all project planning meetings to brief the contractors, sub-contractors and suppliers and shall set forth the procedures for the administration of the Project. The Architect shall provide all assistance as may be required by the Institute / the Project Authority for the commencement and expeditious execution of the Works.

7 Construction Phase

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

- 7.2 The Architect shall review and advise on the construction programme prepared by the main contractor, and such other aspects of the construction program as may be requested by the Institute / the Project Authority and shall clarify any ambiguities in the trade contract documents, specifications and drawings.
- 7.3 The Architect shall, advise the Institute on all matters and claims raised or made by contractors and suppliers in relation to any contract for works or supply of goods connected with the Project, including the interpretation of the contract documents relating to the same.
- 7.4 The Architect shall when required assist the Institute / the Project Authority to check and approve all samples, schedules, drawings and other submissions by the contractors, sub-contractors or suppliers to ensure that the same are suitable for the purpose of the Project and that these comply with the drawings, specifications and conditions stipulated in the contract documents.
- 7.5 The Architect shall visit the Site regularly at such frequency as may be necessary to determine whether the Works are proceeding in accordance with the drawings, specifications and conditions stipulated in the contract documents and with statutory and other requirements and shall provide technical supervision and issue all necessary and appropriate instructions and directions to be conveyed by the Institute / the Project Authority to the contractors and suppliers promptly so as to enable the expeditious and proper execution of the Works under the Project.
- 7.6 The Architect shall provide the Project Authority with such additional sketches or drawings as are required in relation to any variations or site instructions.
- 7.7 The Architect shall review all shop drawings, product data, samples, prototypes and mock-ups and approve these in a timely fashion to ensure minimal disruption to the progress of the Works on the Site.
- 7.8 The Architect shall provide advice on any alternatives and/or substitutions to the specifications whenever required.
- 7.9 The Architect shall ensure that all construction solutions are cost effective and practical to achieve and shall provide advice of a technical nature on any variations and site instructions.
- 7.10 The Architect shall provide all Architectural, engineering, landscape, services and all other drawings showing the building and other development 'as built' and all services and equipment 'as installed' including detailed written narrative in the form of reports. Six sets of hard copy of drawings as per the scales specified by the Institute / the Project Authority and two sets of soft copies in editable format like .dwg, .docx, .xlsetc or as may be directed by the Institute / the Project Authority shall be provided.
- 7.11 The Architect shall perform all functions and duties required to be performed by him in accordance with the contracts for the execution of the Works and which are required or reasonably expected of the Architect whether the said functions and duties have been expressly listed in this Arrangement or otherwise.

- 7.12 The Architect shall set up a site office for handling the project on a daily basis (Space and facilities to be provided by the contractor).
- 7.13 The Architect shall arrange to depute a Project-in-Charge and appropriate support staff at site.
- 7.14 Obtain, and after approval, maintain a sample board of all critical components for ongoing inspection.
- 7.15 Plan daily activities of all works and services. Sequence operations so as to ensure that work fronts are available for all contractors.
- 7.16 Discuss Time/Cost Over-runs and report the same to ICAI/Project Authority through a system of appropriate Tables/Charts. Monitor management of manpower, material and financial resources with the assistance of ICAI's authorized official of Works and sound precautionary warning signals to ICAI/Contractors.
- 7.17 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/Project Authority.
- 7.18 Identify, witness and approve the various Tests as would be stipulated in the Tender documents either at vendor's factory or at site.
- 7.19 Review and Approve any New Items/ Extra Items or Change in Specifications in conjunction with ICAI/Project Authority & Consultants. Prepare detailed Rate Analysis for this purpose.
- 7.20 Certify Contractors' Running Bills and Final Bills with the assistance of ICAI's authorized official of Works in Quantity Measurements and Log data.
- 7.21 Issue virtual work completion certificate and Final Bill in co-ordination with ICAI/Project Authority and Consultants.
- 7.22 Co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project.

Any other work including preparing brochures or models for various presentations (other than required for approvals from Competent/Statutory Authorities), any other drawing required (other than needed for approvals or completion of the project) etc. not specially mentioned but which may be required for completing the building/project & making it habitable.

8 Post-Construction and Statutory Completion

- 8.1 The Architect shall attend all necessary interim and final inspections of the completed Project or any part thereof by representatives of all relevant authorities and/or the Institute.
- 8.2 The Architect shall provide all drawings / documents and details sufficient to apply and obtain for fire safety permissions and all statutory certificates as required for completion relating to the Project and occupation and use of the building.

9 Specific Services

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

- 9.1 To prepare base drawings for all statutory approvals, permissions with Government departments / agencies / boards/ undertakings/ local authority and assist the Institute in getting the necessary approvals.
- 9.2 To prepare necessary drawings for NOC's.
- 9.3 To prepare all drawings, specifications, bill of quantities, contract conditions and all other documents for tender purposes for all components of the Project.
- 9.4 To prepare preliminary and detailed estimates at various stages of work for each of the component and undertake value engineering to optimize the costs and minimize variation in costs. keep the costs initial Bill of Quantities with tentative costing and submit the same to the Project Management Team .
- 9.5 To prepare and submit scaled working drawings on suitable scale as specified by the Project Authority for all interior, Architectural, landscape, civil, structural, mechanical electrical, engineering services and all services and utilities and issue them for construction at least one month before the requirement of such drawings and details for construction at site.
- 9.6 To prepare revised drawings after making corrections, modifications, amendments and changes as directed by the Project Authority at all stages including after issue of the working drawings and good for construction drawings and issue the same for construction / institute's record.
- 9.7 To prepare the coordinated drawings between Architectural, interiors, structural and all other mechanical, electrical, plumbing and all other services' drawings and issue them for execution of the works.
- 9.8 To coordinate at site and to attend scheduled meetings at site other places during the course of design development, construction and post construction stage.
- 9.9 On completion of structure, to prepare as-built Architectural, structural and mechanical, electrical and all other services' drawings for submission to Institute.

- 9.10 On completion of the building, to prepare necessary drawings for obtaining completion certificates as required for commissioning the building as per CPWD norms and also permissions if any from relevant statutory authorities.
- 9.11 On completion of Building, to obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority.
- 10** 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

A. Architectural Services

The ICAI shall pay to the Architects as remuneration for the services rendered by the Architects in relation to the said works and in particular for the services herein mentioned, a fee calculated at the rate of ----- % [----- percentage only] of the actual cost of work of the project.

| S.No. | Stage of Payment | | (%) of Total Fees Payable |
|-------|------------------|--|--|
| 1 | Stage 1 | Advance (subject to deposit of irrevocable bank guarantee of equal amount over and above the performance guarantee) | 5 % of the Total Fee |
| 2 | Stage 2 | On approval of Preliminary Designs | 15 % of fee estimate less payment made in stage 1 (payable in two sub-stages as per progress of work) |
| 3 | Stage 3 | On approval of Final design after the design development phase and receipt of statutory approvals from government bodies as applicable | 30% of fee estimate less payment made in stage 1 and 2 (payable in two sub-stages as per progress of work) |
| 4 | Stage 4 | After approval of all Detail Drawings and documents and completion of documentation and tender phase | 40% of fee estimate less payment made in stages 1 to 3 (payable in two sub-stages as per progress of work) |
| 5 | Stage 5 | On approval by the Institute all the working drawings and details and release of all drawings good for construction during the Construction Phase. | 50% of fee estimate less payment made in stages 1 to 4 (payable in two sub-stages as per progress of work) |
| 6 | Stage 6 | On execution of work worth 20% of its estimated cost | 60% of fee estimate less payment made in stages 1 to 5 |
| 7 | Stage 7 | On execution of work worth 40% of its estimated cost | 65% of fee estimate less payment made in stages 1 to 6 |
| 8 | Stage 8 | On execution of work worth 60% of its estimated cost | 70% of fee estimate less payment made in stages 1 to 7 |
| 9 | Stage 9 | On execution of work worth 80% of its estimated cost | 80% of fee estimate less payment made in stages 1 to 8 |
| 10 | Stage 10 | On completion of Post- construction and Statutory Completion phase | 90% of fee estimate less payment made in stages 1 to 9 |
| 11 | Stage 11 | On getting Completion Certificate from Local Authority regarding completion of the project | 95% of fee estimate less payment made in stages 1 to 10 |
| 12 | Stage 12 | On completion of Defect Liability period | 100% of total fees less payment made for Stages 1 to 11 |

- Payment to the Architect would be made on stage to stage basis as herein above mentioned. The percentage of the total fee as given there would be calculated on the cost as per the estimates prepared by the Architect and Project Management Consultants and

approved by the ICAI/owner, till the tendered cost is known. As and when the tender cost is known, the payments made to the Architect and Project management Consultants based on estimates as aforesaid would be appropriately adjusted.

- Progressive bills not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed.
- The ICAI will settle Architectural Services bills within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final. The final payment will be made on completion of Defects Liability Period of 12 months.
- For the purpose of evaluating Architectural Services, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Architect has rendered services including soil investigation and site survey but shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.
- Service tax will be paid extra as applicable.

B. Project Management Consultancy Services:

The ICAI shall pay to the PMC as remuneration for the services rendered by the PMC in relation to the said works and in particular for the services herein mentioned, a fee calculated at the rate of ----- % [----- only] of the actual cost of work of the project.

| | | |
|------|--|--|
| i) | Advance Payment | 5% of total fees payable based on preliminary cost estimate. |
| ii) | Equal monthly installment (Assuming 18 months construction period) | 60% of total fees payable on commencement of work based on preliminary cost estimate. In case of extension of work beyond scheduled completion period, the Architect shall be paid amount equated monthly installment till completion installment. |
| iii) | During Contract Management & Construction Supervision | 20% of total fees payable based on Pro-rata on progressive bills preliminary cost (subject to one bill per month) estimate for PMC work. |
| iv) | After completion of post contract period & Services | 5% of total fees payable based on actual cost of the project (viz. Certification of final bills of contractors, ensuring preparation of As Built drawings of all major services and building work & getting them counter-sign by Architect.) |
| v) | Completion Certificate | 5% of total fees payable based on actual cost of the project |
| vi) | Defects Liability period | 5% of total fees payable based on actual cost of project (after issue of virtual completion certificate to all contractor) |

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‘Project Cost’ shall mean the cost of 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;

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

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

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

SECTION – V

EVALUATION CRITERIA

| S.No. | Criterion | Maximum Marks |
|----------|---|---------------|
| A | Organizational and Professional Strength | 35 |
| (i) | <p>Period of Architectural Practice* up to the date of issue of EOI. Upto 5 years – Marks 0.5 More than 5 years – Add 0.25 Marks (to above marks) for each year completed above 5 years subject to maximum 5 marks total.</p> <p><i>* in case of change of name or ownership of applicant's firm please provide authentic legal proof to establish the original date of commencement of professional practice as Architect.</i></p> | 5 |
| (ii) | <p>Professional Strength of the Architect who are Principal Owner/Partner of the Applicant firm.</p> <p>Marks to be awarded based on the personal CV demonstrating design innovation, achievements in terms of quality of design works, landmark buildings, publications, honours and awards received from national and international professional bodies, representation on international and national professional forums etc.</p> | 5 |
| (iii) | <p>Professional strength - Architecture In-house Architects employed with the applicant firm: Architects (with B.Arch. degree or equivalent) Marks 'per employee' on experience*:</p> <p style="text-align: right;">>15 years: 1.5 marks >7 and upto 15 years: 01 marks >3 and upto 7 years: 0.5 marks</p> <p>IMPORTANT: Architects (with Master degree or equivalent in Architecture, Planning, Urban Design, Environment/Energy/Building Sciences Management/other discipline relevant to building design and construction) Marks 'per employee' on experience*:</p> <p style="text-align: right;">>15 years : 02 marks >7 and upto 15 years: 1.5 marks >3 and upto 7 years: 01 marks</p> <p><i>* Experience shall be counted only after the date of declaration of result of the qualifying exam.</i></p> | 15 |
| (iv) | <p>Professional Strength – Civil and Structural Engineering</p> <p>Presence of professionals either in-house or with the lead architect associated* with the applicant Civil Engineers (B.E./B.Tech Civil or equivalent) Quantity Surveyors Mark 'per employee' on experience:</p> <p style="text-align: right;">>15 years : 01 marks >7 and upto 15 years : 05 marks</p> | 5 |

| | | |
|----------|--|----|
| | <p style="text-align: right;">>3 and upto 7 years: 0.25 marks</p> <p>If the applicant has in-house professional strength in this category then 1 Bonus Mark shall be awarded. This bonus mark will be added to the total marks secured for organizational and professional strength subject to maximum marks allocated.</p> <p><i>* For this purpose applicant must give the name of one architect that is associated with the firm for maximum number of projects out of the 12 projects submitted for evaluation under the work experience.</i></p> | |
| (v) | <p>Professional Human Resource Mechanical Electrical and Plumbing Services</p> <p>Presence of professionals either in-house or with the lead architect associated* with the applicant</p> <p>Electrical Engineers (B.E./B.Tech Electrical /Electronics or equivalent) Mechanical Engineers (B.E. / B.Tech Mechanical or equivalent) Quantity Surveyor Other Professional / Scientific Staff</p> <p><i>* For this purpose Firm shall give the name of One architect that is associated with the applicant for maximum number of projects out of the 12 projects submitted for evaluation under the work experience.</i></p> <p>Mark 'per employee' on experience:</p> <p style="text-align: right;">>15 years: 01 marks >7 and upto 15 years: 05 marks >3 and upto 7 years: 0.25 marks</p> <p>If the applicant has in-house professional strength in this category then 1 Bonus Mark shall be awarded. This bonus mark will be added to the total marks secured for organizational and professional strength subject to maximum marks allocated.</p> | 5 |
| | <p>IMPORTANT:</p> <p><i>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.</i></p> <p><i>Only qualified salaried staff employed for more than ONE year as on date of issue of the EOI shall be considered. Please provide supportive documentary evidence of employment. Principals/Partners will be counted for this purpose.</i></p> | |
| B | Experience of Work | 55 |
| (vi) | <p>Teaching/Training/Research/Educational/Institutional building projects that are completed or are nearing completion since January 2002 till the date of issue of EOI:</p> <p>Marks 'per project' based on project cost:</p> <p style="text-align: right;">>50 crore project: 5 marks >40 and upto 50 crore project: 4 marks >30 and upto 40 crore project: 3 marks >20 and upto 30 crore project: 2 marks >10 and upto 10 crore project: 1 marks Project of 10 crores or less: 0.5 marks</p> | 25 |

| | | |
|--------|---|----|
| | <p>0.25 Bonus marks will be given for each project done for Educational/Institutional Institutes subject to maximum of 4 bonus Marks</p> <p><i>IMPORTANT:</i> <i>Buildings may be whole or part of larger complex/campus.</i> <i>Applicant must carefully choose the manner in which it desires to submit the list of projects.</i></p> | |
| (vii) | <p>Number of ‘HI-TECH’ building projects ongoing/completed since January 2002 till the date of issue of EOI: Marks ‘per project’ based on project cost:</p> <p style="text-align: right;"> >50 crore project: 5 marks >40 and upto 50 crore project: 4 marks >30 and upto 40 crore project: 3 marks >20 and upto 30 crore project: 2 marks >10 and upto 20 crore project: 1 marks Project of 10 crores or less: 0.5 marks</p> <p><i>IMPORTANT:</i> <i>Hi-Tech buildings shall mean buildings with Mechanical, Electrical & Plumbing (MEP) component cost equal to or more than 35% of total project cost excluding external development and land cost.</i></p> <p><i>Documents giving break-up of the cost of projects clearly substantiating MEP component cost claims to be attached.</i></p> | 10 |
| (viii) | <p>Experience of design of energy efficient buildings. Only buildings with built up area of 50000 sq. ft. or more which are completed/nearing completion since January 2002 till the date of issue of EOI shall be considered for this purpose.</p> <p>Factors to be considered as “Experience”</p> <p>(a) Either walls or roofs having ‘U’ factor as specified in the Energy Conservation Building Codes (ECBC) section 4.3. (b) Vertical fenestration complying with the ECBC requirements as specified in section 4.3.3. (c) Use of energy simulation program for building design (Provide brief description and simulation results) (d) Energy efficient HVAC system as specified in the ECBC section 5.2.2. (e) Implementation of building automation system: timer based controls, motion, sensors, etc.</p> <p style="text-align: right;"> 0.5 Marks for upto 2 lab types as above per project 1 Marks for upto 4 lab types as above per project 1.5 Marks for upto 6 lab types as above per project 2 Marks for upto 8 lab types as above per project</p> <p><i>(maximum 2 marks per project subject to maximum of 5 marks)</i></p> | 10 |
| (ix) | <p>Experience in projects completed that have been awarded green certification from GRIHA/LEED since January 2002 till the date of issue of EOI.</p> <p><i>(maximum 2 marks per project subject to maximum of 5 marks)</i></p> | 5 |
| (x) | <p>Quality of Designs of Works Completed.</p> | 5 |

| | | |
|----------|--|------------|
| | <i>(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)</i> | |
| C | FINANCIAL CAPABILITY | 10 |
| (xi) | <p>Gross Financial turnover in last five financial years Up to Rs. 0.30 crores – Marks 0.5 More than Rs. 0.30 crore – 0.25 Marks for every Rs. 0.25 crore (or part thereof) above Rs. 0.30 crore subject to limit of maximum marks.</p> <p><i>IMPORTANT:</i> <i>Audited financial results of all relevant years and summary to be Submitted.</i></p> <p><i>Gross Financial turnover shall mean the sum total of the Annual Financial turnovers in last five financial years of the applicant firm.</i></p> <p><i>For the purposes of turnover only the ‘fee’ received on account of consulting services shall be taken into account.</i></p> | 10 |
| | TOTAL A to C | 100 |

Note:

- Evaluation of Professional Strength and Experience of work shall be done on the basis of list of projects submitted by the applicant.
- Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.
- Information as sought is to be given by individual applicant or architect 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 date of issue of EOI shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
- The ICAI, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the ICAI on such interpretation and awards of marks shall be final and binding on all applicants. No reasons whatsoever shall be furnished regarding award of marks.

SECTION VI

Information to Be Furnished By the Applicant

| | | |
|----|--|--|
| 1 | Name, composition and registered office address | Details to be furnished in the prescribed proforma (Format 1). |
| 2. | Whether individual or a partnership firm with full particulars of the other partners including their names, professional qualifications, age, experience etc. | Attach a separate sheet. |
| 3. | Names, qualification and experience of all technical personnel in the firm. | Details to be furnished in the prescribed proforma (Format 2) |
| 4. | Whether registered as a member of Council of Architecture? | State the Registration No. & attach a copy of the certificate |
| 5. | Details of experience as practicing Architects. | Attach a separate sheet |
| 6. | Important large projects executed during last 5 years by the firm together with approximate cost of individual project. The full address of the clients for whom the works have been executed. | Details to be furnished in the prescribed proforma (Format 3). |
| 7. | Name and address of the Banker(s) of Architects. | Attach a separate sheet. |
| 8. | Whether the firm is involved/has been involved at any time in any Litigations/ arbitrations pertaining to their professional commitments? | If yes, details to be furnished regarding nature of the complaint, year and outcome of the exercise. |
| 9. | Financial standing | Copies of the Income Tax Clearance certificates/ Income Tax assessment orders along with latest final accounts of the business of the architect duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness for the last three consecutive financial years. |

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

Signature, date and stamp
of the Applicant /Authorized representative

Format 2

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

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

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

Signature, date and stamp of the applicant /
Authorized representative

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

(B) Infrastructure available for handling the Consultancy work:

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

Signature, date and stamp of the applicant /
Authorized representative

Format 3(A)

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

DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST FIVE YEARS

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

Note:

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

Signature, date and stamp of the Applicant/
Authorized representative

Format 3(B)

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

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

Signature, date and stamp of the Applicant /
Authorized representative

Letter of Application
(On the original letter head of the Applicant)

Date:

To,
The Chairman
Bathinda Branch of NIRC of
The Institute of Chartered Accountants of India
Dr. Nohria Street, Guru Kashi Marg,
G. T. Road, Bathinda -151001

Subject: APPLICATION FOR PRE-QUALIFICATION OF ARCHITECT FOR COMPREHENSIVE ARCHITECTURAL/PMC SERVICES FOR ICAI'S PROPOSED INSTITUTIONAL BUILDING AT PHASE-1, MODEL TOWN, BATHINDA

Dear Sir,

1. Being duly authorized to represent and act on behalf of..... (Hereinafter referred to as an 'Applicant') and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby applies for to be pre-qualified by ICAI as an Architect for the above cited project.
2. We have enclosed herewith a Demand Draft for an amount of Rs. 5,000/- drawn on _____, in favour of **BATHINDA BRANCH OF NIRC OF ICAI** payable at Bathinda against Application Fee.
3. ICAI and its authorized representatives are hereby authorized to conduct any enquiries to verify the statements, documents and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspect. This letter of application will also serve as authorization to any individual or authorized representative of any Institution referred to in the supporting information to provide such information as deemed necessary and as requested by ICAI to verify the statement and information provided in this application such as the resources, experience and competence of the applicant.
4. ICAI and its authorized representative may contact the following person for information:- _____
5. This application is made with full understanding that:
 - a. Bids by pre-qualified applicants will be subject to the verification of all information submitted for pre-qualification 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 application, cancel the pre-qualification process and reject all applications.

6. The undersigned declares that the statements made and information provided in the duly completed application along with the annexures, is complete, true and correct in every detail.

Signature:

Name:

(For and on behalf of _____)

Encl:

1.
2.
3.
4.

ANNEXURE - II

This Agreement is made on this the _____ day of _____ 2015 at Bathinda

BETWEEN

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

AND

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

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

WHEREAS

1. The ICAI is seized and possessed of a Plot at Model Town, Adjoining Kali Mata Temple, Phase -1 situated at, Bathinda (hereinafter referred to as 'said plot of land').
2. The Architect is a firm of Architects in existence for a long time and having good experience in providing professional services.
3. The ICAI is willing to construct an Institutional Building (hereinafter called 'Project') for its Bathinda Branch on the said plot of land and for the purpose desires to appoint the Architect for rendering Project Management Consultancy services, Architectural services and Allied service for the completion of the civil work of the construction of the project (hereinafter referred to as the said 'work') and has called for applications for pre-qualification of Architect for providing comprehensive architectural and PMC services in respect of the said project.
4. The Architect has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the Pre-Qualification documents provided by ICAI for engagement of Architect for providing comprehensive architectural and PMC services in respect of the said project or having any connection therewith, and has examined and considered all other matters, conditions and possible contingencies, and all the matters incidental thereto and has offered to execute said work.

5. ICAI accepted the offer of Architect for executing the said work and conveyed its acceptance vide letter no _____, dated _____, at the rate(s) stated in the Schedule – ‘A’ annexed hereto upon the terms and subject to the conditions hereinafter appearing.

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 performed relates to the design, construction and completion of the proposed building at Model Town, Adjoining Kali Mata Temple, Phase -1 at Bathinda.

1.2 The scope of services includes comprehensive Architectural and engineering design services including but not limited to preparing all drawings, design basis reports, details, estimates, specifications, bill of quantities, working drawings, as required for execution of the project and to the complete satisfaction of the Institute / the Project Authority for each of the following components:

- 1.2.1 Architectural Designs and site development
- 1.2.2 Civil and Structural Design
- 1.2.3 Heating, Ventilation and Air Conditioning (HVAC), Electrical, Plumbing and Sanitary and Sewerage, Water Supply, Fire Fighting, Acoustics, Illumination and all other Mechanical and Electrical, electronic and communication systems.
- 1.2.4 Landscape Designs
- 1.2.5 Interior Designs
- 1.2.6 Graphic Designs and Signage
- 1.2.7 Rain Water Harvesting Scheme
- 1.2.8 Applying and obtaining with various submittals to Statutory/Municipal Authorities at different stages of the project.
- 1.2.9 Project Management Consultancy

2 Preliminary Services:

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

2.2 The Architect shall examine the Site and its surroundings including the constraints thereof and advise the Institute and/or the Project Authority on the manner by which these may affect the Project.

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

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

3. Preliminary Design Phase

3.1 The Architect shall consult with the Institute and/or the Project Authority to

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

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

3.3 The preliminary design shall include

- 3.3.1 The Architectural and interior design concept, furniture layout, selection of loose furniture, finishes, colour scheme, light fixtures, reflected ceiling plan design intent and perspective sketches.
- 3.3.2 Proposed concepts for indoor and outdoor landscaping, street furniture, signage etc
- 3.3.3 Proposed structural systems including construction systems and methods
- 3.3.4 Schematic layouts of all services and utilities including but not limited to Mechanical, Electrical (both high and low voltage), and Plumbing (MEP), Networking, Fire-fighting, security and alarm systems, building management services, etc .

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

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

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

4. Statutory Approvals and GRIHA certifications

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

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

5. Design Development Phase

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

5.3 The Architect shall also submit detailed design basis reports of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Architect shall coordinate with such professionals, attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the design proposals.

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

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

6. Documentation and Tender Phase

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

- 6.1.1 review the design and drawings to ensure compliance with the applicable laws and with the requirements of the statutory authorities
- 6.1.2 prepare a detailed bill of quantities based on the approved design;

- 6.1.3 prepare the technical specifications and drawings;
- 6.1.4 attend meetings and provide information to the Institute/the Project Authority to prepare, float and process various tender documents for all components of the project;
- 6.1.5 co-ordinate the detailed design with the other professional architects if any appointed by the Institute to achieve a fully integrated and co-ordinated design for the Project;
- 6.1.6 develop floor-by-floor and room-by-room data sheets and review with the Institute's requirements;
- 6.1.7 ensure that all documentation produced is clear, precise and unambiguous and is in a simplified format easily comprehensible by the Institute, the other professional architects, advisors, contractors and suppliers;
- 6.1.8 amend the design development documents as and when directed by the Institute and as necessitated by any functional or financial requirements;
- 6.1.9 produce a time schedule using a professional project management software for execution of various components of the project from start to commissioning;
- 6.1.10 produce, when required by the Institute, addenda relevant to the specific trade packages or tender documents;
- 6.1.11 collate all schedules, information, technical data, etc on finishes, equipment, fittings, products, colours and specification as required to enable the interpretation of the services documentation and requirements to be integrated in the design;
- 6.1.12 ensure that the products and materials specified are readily available and obtainable to achieve the requirements of the overall programme;

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

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

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

7. Construction Phase

7.1 The Architect shall provide all necessary information to the Institute / the Project Authority so as to enable the main contractor, other contractors and suppliers to proceed with the Works. The Architect shall be available as and when required by the Institute for

co-ordination of the works of the other professional architects, contractors and suppliers throughout the construction period.

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

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

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

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

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

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

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

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

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

7.11 The Architect shall perform all functions and duties required to be performed by him in accordance with the contracts for the execution of the Works and which are required or

reasonably expected of the Architect whether the said functions and duties have been expressly listed in this Arrangement or otherwise.

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

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

7.14 Obtain, and after approval, maintain a sample board of all critical components for ongoing inspection.

7.15 Plan daily activities of all works and services. Sequence operations so as to ensure that work fronts are available for all contractors.

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

7.17 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/Project Authority.

7.18 Identify, witness and approve the various Tests as would be stipulated in the Tender documents either at vendor's factory or at site.

7.19 Review and Approve any New Items/ Extra Items or Change in Specifications in conjunction with ICAI/Project Authority & Consultants. Prepare detailed Rate Analysis for this purpose.

7.20 Certify Contractors' Running Bills and Final Bills with the assistance of ICAI's authorized official of Works in Quantity Measurements and Log data.

7.21 Issue virtual work completion certificate and Final Bill in co-ordination with ICAI/Project Authority and Consultants.

7.22 Co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project.

Any other work including preparing brochures or models for various presentations (other than required for approvals from Competent/Statutory Authorities), any other drawing required (other than needed for approvals or completion of the project) etc. not specially mentioned but which may be required for completing the building/project & making it habitable.

8. Post-Construction and Statutory Completion

- 8.1 The Architect shall attend all necessary interim and final inspections of the completed Project or any part thereof by representatives of all relevant authorities and/or the Institute.
- 8.2 The Architect shall provide all drawings / documents and details sufficient to apply and obtain for fire safety permits and all statutory certificates as required for completion relating to the Project and occupation and use of the building.

9. Specific Services

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

- 9.1 To prepare base drawings for all statutory approvals, permissions with Government departments / agencies / boards/ undertakings/ local authority and assist the Institute in getting the necessary approvals.
- 9.2 To prepare necessary drawings for NOC's.
- 9.3 To prepare all drawings, specifications, bill of quantities, contract conditions and all other documents for tender purposes for all components of the Project.
- 9.4 To prepare preliminary and detailed estimates at various stages of work for each of the component and undertake value engineering to optimize the costs and minimize variation in costs. keep the costs initial Bill of Quantities with tentative costing and submit the same to the Project Management Team .
- 9.5 To prepare and submit scaled working drawings on suitable scale as specified by the Project Authority for all interior, Architectural, landscape, civil, structural, mechanical electrical, engineering services and all services and utilities and issue them for construction at least one month before the requirement of such drawings and details for construction at site.
- 9.6 To prepare revised drawings after making corrections, modifications, amendments and changes as directed by the Project Authority at all stages including after issue of the working drawings and good for construction drawings and issue the same for construction / institute's record.
- 9.7 To prepare the coordinated drawings between Architectural, interiors, structural and all other mechanical, electrical, plumbing and all other services' drawings and issue them for execution of the works.
- 9.8 To coordinate at site and to attend scheduled meetings at site other places during the course of design development, construction and post construction stage.
- 9.9 On completion of structure, to prepare as-built Architectural, structural and mechanical, electrical and all other services' drawings for submission to Institute.

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

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

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

2. SCHEDULE OF SERVICES:

The Architect shall, after taking instructions from the ICAI, render the following services:

2.1 CONCEPT DESIGN (STAGE 1):

- Ascertain ICAI's requirements, examine site constraints and potential, and prepare a design brief for ICAI's approval.
- Prepare report on site evaluation, state of existing buildings, if any, and analysis and impact of existing and / or proposed development on its immediate environs.
- Prepare drawings and document to enable the ICAI to get done the detailed survey and soil investigation at the site of the project.
- Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.
- Prepare conceptual landscape design with reference to requirements given and prepare rough estimate of cost on area basis.

2.2 PRELIMINARY DESIGN AND DRAWINGS [STAGE 2]:

Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for the ICAI's approval along with preliminary estimate of cost on area basis.

2.3 DRAWING FOR ICAI'S STATUTORY APPROVALS [STAGE 3]:

Prepare drawings necessary for ICAI's /statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the ICAI in obtaining the statutory approvals thereof, if required.

2.4 WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4]:

Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments quality control procedures on materials & works and other conditions of contract.

2.5 APPOINTMENT OF CONTRACTORS [STAGE 5]:

The Architect shall cooperate in evaluation of technical bids produced by the Contractor at the time of tender.

2.6 CONSRUCTION [STAGE6]:

- Prepare and issue working drawing in scale and detail for proper execution of works during construction.
- Approve samples of various elements and components.
- Check and approve drawings submitted by the contractor/vendors.
- Visit the site of work, at intervals weekly and fortnightly as per project demand or called upon, to inspect and evaluate the Construction Works and where necessary clarity of any decisions or interpretation of the drawing/specifications and attending conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the ICAI informed and render advise on actions to be taken up, if required.
- In order to ensure that the work at site proceeds in accordance with the contract documents /drawings and to exercise time and quality controls, supervision will be carried out by Architect on regular interval as per requirement of work.
- Issue Certificate of Virtual Completion of Works.

2.7 COMPLETION [STAGE7]:

- Prepare and submit completion reports and drawings for the project as required and assist the ICAI in obtaining “Completion / Occupancy Certificate” from statutory authorities, wherever required
- Issue two sets of as built drawings including services, structures with CD.

3. SCALE OF CHARGES AND MODE OF PAYMENT

A. Architectural Services

The ICAI shall pay to the Architects as remuneration for the services rendered by the Architects in relation to the said works and in particular for the services herein mentioned, a fee calculated at the rate of ----- % [----- percentage only] of the actual cost of work of the project.

| S.No. | Stage of Payment | | (%) of Total Fees Payable |
|-------|------------------|---|-----------------------------------|
| 1 | Stage 1 | Advance (subject to deposit of irrevocable bank guarantee of equal amount over and above the performance guarantee) | 5 % of the Total Fee |
| 2 | Stage 2 | On approval of Preliminary Designs | 15 % of fee estimate less payment |

| | | | |
|----|----------|--|--|
| | | | made in stage 1 (payable in two sub-stages as per progress of work) |
| 3 | Stage 3 | On approval of Final design after the design development phase and receipt of statutory approvals from government bodies as applicable | 30% of fee estimate less payment made in stage 1 and 2 (payable in two sub-stages as per progress of work) |
| 4 | Stage 4 | After approval of all Detail Drawings and documents and completion of documentation and tender phase | 40% of fee estimate less payment made in stages 1 to 3 (payable in two sub-stages as per progress of work) |
| 5 | Stage 5 | On approval by the Institute all the working drawings and details and release of all drawings good for construction during the Construction Phase. | 50% of fee estimate less payment made in stages 1 to 4 (payable in two sub-stages as per progress of work) |
| 6 | Stage 6 | On execution of work worth 20% of its estimated cost | 60% of fee estimate less payment made in stages 1 to 5 |
| 7 | Stage 7 | On execution of work worth 40% of its estimated cost | 65% of fee estimate less payment made in stages 1 to 6 |
| 8 | Stage 8 | On execution of work worth 60% of its estimated cost | 70% of fee estimate less payment made in stages 1 to 7 |
| 9 | Stage 9 | On execution of work worth 80% of its estimated cost | 80% of fee estimate less payment made in stages 1 to 8 |
| 10 | Stage 10 | On completion of Post-construction and Statutory Completion phase | 90% of fee estimate less payment made in stages 1 to 9 |
| 11 | Stage 11 | On getting Completion Certificate from Local Authority regarding completion of the project | 95% of fee estimate less payment made in stages 1 to 10 |
| 12 | Stage 12 | On completion of Defect Liability period | 100% of total fees less payment made for Stages 1 to 11 |

- Payment to the Architect would be made on stage to stage basis as herein above mentioned. The percentage of the total fee as given there would be calculated on the cost as per the estimates prepared by the Architect and Project Management Consultants and approved by the ICAI/owner, till the tendered cost is known. As and when the tender cost is known, the payments made to the Architect and Project management Consultants based on estimates as aforesaid would be appropriately adjusted.
- Progressive bills not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed.
- The ICAI will settle Architectural Services bills within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final. The final payment will be made on completion of Defects Liability Period of 12 months.
- For the purpose of evaluating Architectural Services, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Architect has rendered services including soil investigation and site survey but shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in

contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.

- Service tax will be paid extra as applicable.

B. Project Management Consultancy Services:

The ICAI shall pay to the PMC as remuneration for the services rendered by the PMC in relation to the said works and in particular for the services herein mentioned, a fee calculated at the rate of ----- % [----- only] of the actual cost of work of the project.

| | | |
|------|--|--|
| i) | Advance Payment | 5% of total fees payable based on preliminary cost estimate. |
| ii) | Equal monthly installment (Assuming 18 months construction period) | 60% of total fees payable on commencement of work based on preliminary cost estimate. In case of extension of work beyond scheduled completion period, the Architect shall be paid amount equated monthly installment till completion installment. |
| iii) | During Contract Management & Construction Supervision | 20% of total fees payable based on Pro-rata on progressive bills preliminary cost (subject to one bill per month) estimate for PMC work. |
| iv) | After completion of post contract period & Services | 5% of total fees payable based on actual cost of the project (viz. Certification of final bills of contractors, ensuring preparation of As Built drawings of all major services and building work & getting them counter-sign by Architect.) |
| v) | Completion Certificate | 5% of total fees payable based on actual cost of the project |
| vi) | Defects Liability period | 5% of total fees payable based on actual cost of project (after issue of virtual completion certificate to all contractor) |

4. REIMBURSABLE EXPENSES:

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

5. 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 a correct site plan to suitable scale.

- 5.3 To provide lease documents and any other correspondence with Government and Local Authorities.
- 5.5 To furnish reports on soil conditions and soil test as required by the architect.
- 5.6 To pay the fees of the architect within three weeks of submission of bills.

6. ARCHITECT'S ROLE AND RESPONSIBILITIES

- 6.1 The Architect shall keep the ICAI informed about the progress of work in its office.
- 6.2 The Architect shall appoint specialized consultant (s), if necessary.
- 6.3 The Architect shall be responsible for the direction and integration of the Consultants, and shall be fully responsible for the calculations, the design and periodic inspection and evaluation of the work entrusted to them.
- 6.4 The Architect shall advise the ICAI on the time schedule (Bar Chart/PERT/CPM Network) prepared by the contractors for the completion of work, if required.
- 6.5 The Architect shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the ICAI.
- 6.6 Any professional services to be rendered by the Architect at the instance of the ICAI after the agreed project completion period shall be compensated for on mutually agreed terms.
- 6.7 The Architect shall exercise all reasonable skill, care and diligence in the discharge of its duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.
- 6.8 The liability of architect 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 shall ensure quality control of material used in the construction of the project. In case, any defect is found in the quality of material used or any damage liability is inflicted on the ICAI with regard to the same, the same shall be borne by the Architect.
- 6.10 The Architect shall obtain all the necessary statutory approvals from the concerned authorities. In case, any liability or damage is caused to the ICAI for not obtaining the required approvals by the Architect, the same shall be borne by the Architect.
- 6.11 The Architect and Project Management Consultant shall supply minimum following set of drawings and documents free of cost as herein mentioned :
 - A. Pre-Construction stage
 - 3 Sets & 1 CD
 - B. Construction Stage
 - 1 3 Sets + 1 CD to ICAI
 - 2 1 Set to Site Engineers of PMC

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

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

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

8. CONSTRUCTION COST

The construction cost of the Project shall be Rs._____.

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

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

10. COPYRIGHT

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

11. ALTERNATION IN SCOPE OF WORK AND CHANGE ORDER CALCULATION

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

12. LIQUIDATED DAMAGES

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

13. INDEMNITY

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

14. TERM

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

15. TERMINATION

Either party has liberty to terminate the Agreement by giving two months prior notice of termination to the other without assigning any reason.

In case the work done by the Architect is found not to be satisfactory, ICAI reserves the right to terminate the agreement by giving one month prior notice to the Architect. The Architect shall maintain good quality to avoid such occurrence.

Even after the termination of its employment, 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. If the Architect closes its business or die or become incapacitated from acting as such Architect, the Agreement shall stand terminated. If the Architect fails to adhere to the time Schedule stipulated herein or the extended time which may be granted by the ICAI in its sole discretion, or in case there is any change in the constitution of the firm of the Architect for any reason whatsoever, the ICAI shall be entitled to terminate this agreement and entrust the work to some other Architect

16. ARBITRATION

In case any dispute arises between the parties in relation to or in connection with any of the terms and conditions of tender or the contract arising there under, in the first instance, the parties shall try to resolve the dispute amicably, failing which the dispute shall be referred to arbitration. Each party shall nominate one arbitrator and the two nominated arbitrators shall nominate a Presiding Officer. In case of difference of opinion between the two arbitrators, the matter shall be referred to the Presiding Officer for resolution. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Bathinda and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the arbitrator shall be final and binding upon both the parties. All arbitral awards shall be in writing and shall state the reasons therefor. The expenses of the arbitration as determined by the arbitrators shall be borne equally by the parties.

17. JURISDICTION

Subject to the arbitration Agreement contained herein, any dispute between the parties arising out of this Agreement shall be subject to the jurisdiction of the Courts at Bathinda only.

18. FORCE MAJEURE

If at any time during the currency of this Agreement, the performance in whole or part by the Architect in respect of any obligation under this agreement is prevented or delayed by reasons of any act of public, enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, strikes or act of god, and provided notice of the happening of any such event is given to the ICAI by the Architect within 21 days from the date of occurrence thereof, the Architect shall not be held responsible for delay occurring due to the above mentioned events.

19. ASSIGNMENT

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

20. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the two parties concerned. Any previous written or oral agreement, letter of intent, relating to this subject matter is hereby superseded and cancelled. No representation, guarantee, modification or agreement shall affect this Agreement unless made in writing and executed with the same formalities.

21. 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:

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

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

ITS DULY AUTHORISED OFFICIAL IN THE
PRESENCE OF

1)

SIGNED AND DELIVERED
BY THE WITHIN NAMED
M/S. _____

ITS & DULY AUTHORISED
OFFICIAL IN THE PRESENCE OF

1)

FORMAT OF LETTER OF INTIMATION TO THE APPLICANT FOR SUBMISSION OF FINANCIAL BID

Issued to M/s.

Sub : Submission of Financial Bid for Architectural and PMC Services for Construction of Building at Bathinda Branch

Dear Sir,

This has reference to the Technical Bid dated _____ submitted by you on _____ for Architectural and Project Management Consultancy services for the proposed building project of the Institute of Chartered Accountants of India for its Bathinda Branch at Model Town, Bathinda.

Now, you are requested to submit your financial bid in sealed cover as per application attached.

Last date of submission is _____.

The Financial Bid in duplicate accompanied by covering letter may be addressed to the undersigned.

Thanking you.

Yours faithfully,

Chairman

Bathinda Branch of NIRC of
The Institute of Chartered Accountants of India
Dr. Nohria Street, Guru KashiMarg,
G. T. Road, Bathinda -151001

ANNEXURE - IV

No.

Date:

The Chairman
Bathinda Branch of NIRC of
The Institute of Chartered Accountants of India
Dr. Nohria Street, Guru Kashi Marg,
G. T. Road, Bathinda -151001

**Sub: Submission of Financial Bid for Architectural and PMC Services for
Construction of Building at Bathinda Branch**

Dear Sir,

This has reference to your letter dated _____ on the captioned subject.

As desired, attached herewith please find our duly filled unconditional Financial Bid in duplicate in prescribed format for your consideration.

The undersigned is fully authorised by Bathinda Branch of NIRC of ICAI to submit this Financial Proposal.

Thank you.

Yours sincerely,

*Signature of Architect / Authorized Representative of the Organization
Seal of the Organisation,*

Date:

Place:

PART –II
FINANCIAL BID

[TO BE INCORPORATED BY IDC/RBA]

Pre-qualified Architects will be allowed to participate in the commercial offers/bids for the proposed office Building work as per the instructions and brief to be issued subsequently. Selection of Architect for the project will be based on the evaluation criteria fixed by the ICAI.