



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

### **HEAD QUARTER**

CMA Bhawan, 12 Sudder Street, Kolkata – 700016.

### **DELHI OFFICE**

CMA Bhawan,3 - Institutional Area, New Delhi – 110003.

### **KOTTAYAM CHAPTER OF COST ACCOUNTANTS**

Reliable Buildings, Behind Mammen Mappila Hall,  
K.K.Road, Kottayam, Kerala- 686001.

## **EXPRESSION OF INTEREST (EOI) DOCUMENTS**

**Ref .No. CMA/INFRA/KOTTAYAM/2020**

ICAI, Kottayam Chapter invites application in prescribed format from experienced and reputed Architectural Firms/Architects for comprehensive architectural services for its proposed institutional building at **Chirayilpadam Road, Chalukkunu, Kottayam, Kerala**. Documents can be collected from the Office of the Institute of Cost Accountants of India, Kottayam Chapter.

The last date for receipt of signed application form duly filled is on or before **28/08/2020** at 4.00 pm. The detailed terms and conditions/ Pre-Qualification Application are also available at ICAI's website [www.icmai.in](http://www.icmai.in) under "**TENDER**" section.

**Secretary, ICAI Kottayam Chapter**

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### 1. NOTICE INVITING EOI

**Ref .No. CMA/INFRA/ Kottayam /2020**

**Date: 3/08/2020**

The Institute of Cost Accountants of India, Kottayam Chapter invites Expression of Interest in the prescribed form from bona-fide Architectural Firms/Consultant Firms having requisite experience and financial capacity for execution of the following works:

Sl. No.	Description	Time of Completion	EMD (Rs.)	Last Date of Submission of Tender	Time and Date of Opening
<b>1</b>	Selection of Architectural Consultant Firms as projects consultant	3 weeks for preparation of structural drawing and floor layout	<b>Rs.25,000/-</b>	<b>28/08/2020</b> up to 4.00 P.M.	<b>28/08/2020</b> at 5.00 P.M.

for preparation of Conceptual Plan, Drawings and Design, Estimation, DPR/Bid Documents/ Tendering/ Finalization of Bid document for selection of Contractor for Civil including plumbing and sanitation, Electrical and Interior works of Institutional Building at <b>Chirayilpadam Road, Chalukku, Kottayam, Kerala.</b>	plan from date of issue of award letter. All other documents for work completion within <b>2</b> weeks after approval of structural drawing and floor layout plan.			
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EOI documents shall be submitted in separate sealed envelope along with Earnest Money in the form of demand draft drawn in favour of The Institute of Cost Accountants of India, payable at Kolkata from any Nationalized Bank.

## 2. LETTER OF INVITATION

Architectural Firms/Consultant Firms are invited to submit technical and financial bids for consultancy services required for the construction of Office Complex at Chirayilpadam Road, Chalukku, Kottayam, Kerala for the ICAI Kottayam Chapter which would form the basis for future negotiations and conclusion of agreement of contract between the firm and the Secretary, The Institute of Cost Accountants of India. The purpose of this assignment is to obtain architectural and engineering services for Layout Preparation and Architectural Drawings for a structure for office space to be located in the city of Kottayam, covering plinth area including plans and elevations ,structural designs, working drawings(civil, electrical, sanitary and water supply),landscaping and the estimates (detailed and abstract ). The Terms of Reference (TOR) is enclosed in Format-I.

A pre-bid meeting with the intending parties in the presence of the members of the Managing Committee of the Kottayam Chapter will be held on **16/08/2020** at 4.00 P.M. in the office of the ICAI Kottayam Chapter, Reliable Buildings, Behind Mammen Mappila Hall, K.K.Road, Kottayam.

Signature  
Secretary,  
The Institute of Cost Accountants of India,  
CMA Bhavan, 3- Institutional Area,  
Lodhi Road, New Delhi -110 003

### **3. IMPORTANT INSTRUCTIONS FOR APPLICANTS**

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

1. Proposed Institutional Building of the ICAI – Kottayam Chapter at Chirayilpadam Road, Chalukkunu, Kottayam, Kerala.
2. The application form, the eligibility criteria and the detailed time schedule is available in the "Tender" section on ICAI's web site [www.icmai.in](http://www.icmai.in)
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.
4. To promote wider participation and ease of bidding, no application fee is levied for tender documents submitted.
5. The ICAI reserves the right to accept or reject any or 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/ pro-forma).
8. If the space in the pro-forma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the pro-forma 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.

10. 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.
11. 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 and boarding expenses, local travel / transport charges up to the extent of minimum four visits per month by at least two experts / professionals / architects.
12. 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.
13. Decision of the ICAI in regard to selection of the Architect shall be final. The ICAI is not bound to assign any reasons therefore.
14. 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.
15. For any queries, the applicants may contact with **Mr. Baby M.C, Chairman and Mr. Raju P.T, Secretary of Kottayam Chapter of Cost Accountants**, Contact No.0481-2563237 or e-mail [Kottayam@icmai.in](mailto:Kottayam@icmai.in) or [infrastructure.dd1@icmai.in](mailto:infrastructure.dd1@icmai.in).

#### 4. ELIGIBILITY CRITERIA

The firms satisfying the following requirements only shall become eligible to bid the assignment. Clear evidences like photographs, certificates or documents shall be submitted along with this bid.

1. Experience of consultancy services in architectural drawings, structural designs and preparation of estimates for Building Complex of not less than 10,000 sq. ft. of plinth area in India.
2. Positioning of Company/Firm within India:
  - a) The Architect should have been registered as a Member of Council of Architects.
  - b) Income Tax Returns for last 3 years.
  - c) The firm shall submit the evidence of employing the following personnel in last 2 years with specified qualifications:
    - (i) Senior Architects (B. Arch) having experience of not less than 5 years – 1
    - (ii) Junior Architects (B. Arch) –1

## 5. LIST OF DOCUMENTS TO BE ATTACHED WITH EOI

1. Firm / Organization  
Information:
  - (a) Firms Legal Entity and Name
  - (b) Type of Organization (Individual/Partnership/Private Ltd./Limited/Corporation/  
Others (Enclose copy of Memorandum and Article of  
Association/Partnership Deed, if applicable]
  - © Country of Incorporation/Registration
  - (d) Date of Incorporation/Registration
  - (e) Incorporation Document or Registration Number (Enclose copy of  
Registration Document)
2. Annual Turnover during each of the last three years with supporting documents.
3. Registration of Company.
4. Partnership Deed/Memorandum and Articles of Association of the firm and their details.
5. GST Registration Certificate.
6. ISO 9001-2000 Certificate (if any).
7. Original Power of Attorney of the person signing the EOI documents or photocopy duly attested by Notary Public.
8. Details of similar works completed in the last 5 years as per Format - III.
9. Solvency Certificate as per Annexure- I.
10. Details of On-going Works.

**Note:** Tendering firms which fails to satisfy the basic qualification criteria will be declared informal and their Technical Bid and Price Bid shall not be opened and will be returned to the respective firms.

## 6. SUBMISSION OF BIDS

- a) The proposal shall be in two parts. Technical Bid (Format-III) in cover-A and Financial Bid (Format-V) in cover-B shall be submitted in two separate wax sealed envelopes with respective marking in bold letters in the Formats.

- b) A demand draft for Rs.25,000 drawn in favour of The Institute of Cost Accountants of India, Kolkata from any Nationalized Bank towards E M D shall be enclosed to the Technical bid.
- c) Both the sealed envelopes cover-A and cover-B shall again be placed in a cover-C and the same shall be sealed with wax and dropped in the Tender Box available in the Institute of Cost Accountants of India, Kottayam Chapter, Reliable Buildings, Behind Mammen Mappila Hall, K.K.Road, Kottayam on or before **28/08/2020 4.00 p.m.**
- d) The documents as mentioned earlier shall be furnished along with the technical bid.
- e) The Formats I, II, III and IV duly signed by the firm with stamp shall be furnished in Cover A.

### **OPENING OF BIDS**

The Cover A containing Technical Bid will be opened by the Chairman, Kottayam Chapter of Cost Accountants at **5.00 pm on 28.08.2020** in presence of all bidders whoever participated in bidding or their authorized representatives having brought proper letter of authorization to participate in the bid opening event.

### **EVALUATION OF BIDS**

The evaluation of bids will be done on the basis of 100 points each for Technical Bid and Financial Bid.

The following is the breakup of 100 points in respect of Technical Evaluation:

- (i) 10 points per project will be assigned for completion of projects (subject to maximum of 50 points). The project is defined as the office building having not less than built up area of 10,000 sq.ft.
- (ii) 30 points will be assigned for creativity (the firms shall produce the creative drawings they have generated so far). The buildings having 10,000 sq. ft. will be evaluated by a senior of the Department and the Evaluation Committee will assign the points as per the actual photographs.
- (iii) 3 points for each Architect (B.Arch.) employed by the firm (subject to maximum of 15 points).
- (iv) 5 points will be assigned for location of office at the place of work / project site.

## Qualifying Marks:

The Consultant firm securing minimum 50 marks out of 100 marks as fixed for qualification in "Technical Evaluation" will be considered eligible. However, for the purpose of opening of financial bid there will be a short listing of qualifying firms to at least three or any number deemed suitable by the Institute's authority.

The financial bids of the technically qualified bidders will be opened in a week time which will be intimated to all the qualified bidders. The first lowest (L1) will be assigned 30 points (i.e., the highest points allocated to price bid), and the other bidders will be assigned marks on pro-rata /percentile basis.

Based on the combined Technical and Financial Scores (i.e. 70 % of Technical Score and 30 % of Financial score) final selection will be made.

For example, five consultant firms A, B, C, D and E are technically qualified and out of 100 points of technical bid, they have obtained 70, 75, 80, 85 and 90 marks respectively. Suppose, they have quoted their price bids 5%, 6%, 7%, 8% and 9% respectively for their consultancy charges. Out of 100 points of price bid, marks of the consultants will be ascertained as under:

Sl. No.	Name of the Consultants	Rate Quoted	Marks Obtained
1	A	5%	$100 \times 5/5 = 100.00$
2	B	6%	$100 \times 5/6 = 83.33$
3	C	7%	$100 \times 5/7 = 71.43$
4	D	8%	$100 \times 5/8 = 62.50$
5	E	9%	$100 \times 5/9 = 55.56$

Total Marks will be calculated as under:

Sl. No.	Name of the Consultants	Technical Marks (a)	Financial Marks (b)	Total Marks (a+b)
1	A	$70.00 \times 70\% = 49.00$	$100.00 \times 30\% = 30.00$	79.00
2	B	$75.00 \times 70\% = 52.50$	$83.33 \times 30\% = 25.00$	77.50
3	C	$80.00 \times 70\% = 56.00$	$71.43 \times 30\% = 21.43$	77.43
4	D	$85.00 \times 70\% = 59.50$	$62.50 \times 30\% = 18.75$	78.25
5	E	$90.00 \times 70\% = 63.00$	$55.56 \times 30\% = 16.67$	<b>79.67</b>

As per the above Table, Consultant E will get the assignment, being the highest scorer.

**Note:** In case of any tie in the score (Technical + Financial), the higher technical scorer among the consultants will be selected.



## **AWARD OF CONTRACT**

The firm which gets highest points (both technical and commercial bid put together) will be decided as the prospective bidder for further decision on awarding of contract.

The Secretary, ICAI may reject any / all of the bids received without assigning any reasons whatsoever.

Validity period of Bid and of Agreement:

- 90 days shall be the validity period of bid from the date of opening of the technical bid.
- 12 months shall be the validity period of agreement from the date of concluding agreement.

On award of the contract, the Firm will be expected to take up/commence the assignment within 5 days of time.

**Ref. No. CMA/INFRA/ KOTTAYAM /2020**

### **7. COVERING LETTER FOR BID SUBMISSION (FORMAT-I)**

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Secretary,  
The Institute of Cost Accountants of India,  
CMA Bhavan, 3, Institutional Area, Lodhi Road, New Delhi -110 003.

Sir,

Sub: Architectural and Engineering Consultancy Services- for the Construction of Office Complex for The Institute of Cost Accountants of India, Kottayam Chapter at Kottayam.

Tender Submission –Reg:

Ref: Notice No. : CMA/INFRA/ KOTTAYAM /2020

I / We \_\_\_\_\_ Consultant /Consultancy  
firm / organization herewith enclose technical and financial bids of my/ our firm as

Architectural and Engineering Consultant for the Construction of Office Complex at Kottayam.

Yours faithfully,

Signature

Full Name

Rubber Stamp

Address with Contact No:

## **8. TERMS OF REFERENCE (TOR) - Format-II**

Sealed tenders are invited for the work “Providing Architectural and Engineering Services to Construction of Office Complex at Kottayam for The Institute of Cost Accountants of India.”

### **1. Background**

The Institute of Cost Accountants of India has a land parcel of **350 Sq. M.** of land for construction of the office of the Kottayam Chapter of Cost Accountants, of around **238.59 Sq. M. (2,567 Sq. Ft)** built up area and the project shall be completed within a period of **five months**.

The Total Estimated Cost of Construction of Foundation, Ground Floor and First Floor of the Office Complex of the Institute of Cost Accountants of India Kottayam Chapter at Kottayam in all respects including electrification and plumbing is **Rs.58,13,000** (Rupees Fiftyeight Lakh Thirteen Thousand only).

The Kottayam Chapter of Cost Accountants of India intends to engage consultants for rendering Architectural and Engineering Services for the construction of its Office Building.

### **2. Scope of Work**

(a) The Consultant is required to prepare detailed plans following principles of building science, working drawings for construction, fire fighting details, estimates, and structural designs and drawings for all civil, electrical, water supply and sanitary arrangements and site development plans for the sites including landscaping.

(b) The plans shall include Eco-friendly, Green Buildings, cost effective, fast constructive technology concepts and it shall satisfy the N B C and all relevant IS codes.

(c) Preparation of Sketch Plans:

- (i) Take details from The Institute of Cost Accountants of India.
- (ii) Prepare Architectural sketches within the zone / area limitations prescribed and also prepare notes sufficient to explain the Architects general understanding of the requirements furnished to them so as to ensure economical, functional, unique and eco-friendly green buildings.
- (iii) Discuss the draft sketches with the department and make such modifications as suggested.

(d) Preliminary Drawings:

- (i) Prepare a detailed plan showing contours, invert levels wherever necessary and roads proposed. The detailed plan shall include all necessary data relating to the existing public utility services, streets, pavements, adjoining properties and boundaries.
- (ii) Prepare preliminary architectural designs for the proposed new construction.
- (iii) Participate in the discussions for clearing the preliminary designs and carry out the modifications required.

(e) Working Drawings:

- (i) Architectural Drawings: After obtaining clearance from The Institute of Cost Accountants of India for the preliminary designs, the consultant shall submit the detailed Architectural Drawings with elevations, sections and all the relevant details necessary for execution of work.
- (ii) Municipal Drawings: The consultant shall prepare Municipal Drawings for obtaining permissions from the concerned Municipality.
- (iii) Electrical Layout: Preparation of electrical layouts showing the entire distribution system including internal and external electrification details and designs of substation etc.
- (iv) Sanitation and Water Supply Layouts: Preparation and Supply of layout plans of internal and external water supply and sanitary arrangements.
- (v) Fire Fighting: Preparation of schematic proposals showing provision to meet requirements for the fire fighting regulations and obtain permission from the competent authority.
- (vi) Land Use Drawings: Drawings showing areas to be landscaped, water bodies, buildings etc. shall be indicated. All the required details should be

shown in the site development plans / land use drawings, water harvesting, soil conservation.

### **3. Schedule for Completion of Works**

- (i) Entering into Agreement: The selected Firm shall enter into contract with The Institute of Cost Accountants of India, Kottayam Chapter within 5 days from the date of award of assignment
- (ii) Survey and Net Levelling: 7 days from the date of award of assignment including contour plan consultancy.
- (iii) Preliminary Design: 10 days from the date of obtaining clearance for the sketch plans.
- (iv) Working Drawings: 10 days from the date of approval of final drawings.
- (v) After the preliminary designs have been evolved, the same shall be discussed with the Rural Development Department in respect of functional requirements and aesthetical requirements of the proposed structure.
- (vi) The Consultant shall revise the preliminary designs duly incorporating any suggestions/ modifications made in the meeting.

### **4. Deliverables**

The following final outputs shall be furnished to The Institute of Cost Accountants of India:

- i) A concise design report duly mentioning the arrangement of various rooms, office rooms, toilets, conference halls, staircase etc., HVAC, firefighting, engineering services, site development works including internal and external amenities such as water supply and sanitary arrangements and sewerage, air conditions and garbage disposal and electrical services provided, underground drainage system and earthing etc.
- ii) Preparation of preliminary drawings, initial site visits before start of work, site survey, preparation of site plan, net levels, contour maps, discussions with user group, preparation of detailed final architectural, structural, water supply and sanitary arrangement (internal & external) drawings.
- iii) Minimum of 10 site visit works during assignment and the execution of works at appropriate intervals and as and when requested by The Institute of Cost Accountants of India. The site visits mentioned above are minimum and the consultant is expected to visit to give clearance to all structural foundation

problems which cannot be anticipated in advance and all major RCC items such as beams, slabs, footings and porticos.

- iv) Five sets of approved preliminary drawings showing the layout and floor plans along with a site development plan showing the layout of building, internal roads, electrical, water supply sanitary and drainage lines etc. which shall be used for execution of work

## **5. Review Meetings**

The consultant shall attend Review Meetings that will be conducted periodically by the Department in the present office of the Chairman, Kottayam Chapter of Cost Accountants at the worksite.

## **6. Penalty for Delay**

For any delay in completing the tasks stated in para (2) above by the consultant, a penalty of Rs. 500/- per day shall be levied.

## **7. Terms of Payment**

- i) 5% of Total Fee: On submission of preliminary architectural drawings indicating the outlines of the existing site including structures.
- ii) 10% of Total Fee: On approval of the preliminary architectural designs by the RDD and on submission of final architectural drawings, site development plan and architectural design report.
- iii) 30% of Total Fee: On approval of final architectural drawing and on submission of final architectural working drawings along with the water supply and sanitary, air conditioning, firefighting, electrical and municipal drawings.
- iv) 30% of Total Fee: On submission of detailed structural analysis, designs, drawings along with water supply and sanitary design calculations and on approval of drawing and designs and on submission of detailed estimates for civil, electrical, water supply and sanitary arrangements (internal & external) firefighting and other development works.
- v) 25% of Total Fee: On completion of the entire work. This part payment will be made only when the building gets completed in all respects.

- vi) All payments shall be made on furnishing of invoices by the consultant in duplicate for respective stages.

**Ref.No. CMA/INFRA/KOTTAYAM/2020**

**9. TECHNICAL BID (FORMAT-III)**

Details of Assignments of 5,000 Sq. ft. or more building complexes successfully completed during last 5 years:

Sl. No	Name of the Assignment	Location of the Assignment	Total Cost of Assignment	Type of Services Rendered	Name, Address and Contract Nos. of Clients	Date of Commencement of the Project	Date of Completion of the Project	Remarks

Note: Please attach certificates issued by the client and the photographs of each assignment with this format.

Signature

Full Name

Rubber Stamp

Address with Contact No:

**Ref .No. CMA/INFRA/KOTTAYAM/2020**

**10. KEY PERSONNEL DETAILS (FORMAT-IV)**

(This shall be enclosed to Technical Bid)

1) Brief Description of the Firm:

2) Technical Staff:

Sl. No.	Full Name	Designation/ Position	Age	Educational Qualifications	Contact Number	Remarks

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Signature

Full Name

Rubber Stamp

Address with Contact No:

**Ref. No. CMA/INFRA/KOTTAYAM/2020**

**11. SCHEDULE OF PRICE BID (Format-V)**

Name of Work: Providing Architectural/ Engineering Consultancy Services for the Office Complex of the Institute of Cost Accountants of India, Kottayam Chapter at Kottayam

Sl. No.

Assignment/ task amount quoted for consultancy services \_\_\_\_\_ (in Rs.)  
\_\_\_\_\_ (in figures) per square feet area.

Amount quoted for consultancy services \_\_\_\_\_ (in Rs.)  
\_\_\_\_\_ ( in words) per square feet area.

Providing architectural and engineering services for layout preparation and architectural drawings for the Office Complex of the Institute of Cost Accountants of India, Kottayam Chapter at Kottayam with a built up area of 2,567 sq. ft. approx. including plans and elevations , structural designs, structural drawings and working drawings (civil, electrical, sanitary and water supply),landscaping and the estimates (detailed and abstract) including preparation of municipal plans, all site visits prior to commencement of work and during execution of work and all tasks, deliverables mentioned in the Terms of Reference (TOR) etc. complete.

Signature

Full Name

Rubber Stamp

Address with Contact No:

## **PROJECT SPECIFIC CONDITIONS OF CONTRACT**

1. The Consultant shall prepare a preliminary plan which shall be further modified on discussion with Kottayam Chapter of Cost Accountants, ICAI. Concept Project Report (CPR) shall envisage the conceptual requirements of the Project in totality. Consultant shall prepare Concept Project Report (CPR) comprising of conceptual plan/design basis taking care of amalgamating with existing facility, if required.
2. Preparation of Plan for various facilities as per discussion with the officials of Kottayam Chapter, ICAI in connection with the Air Conditioning system, Lights, Sound System, Project System etc.
3. The Detailed Project Report (DPR) will comprise of all the elements covered under approved CPR, and would be detailed to the micro level. Any additions required in the approved CPR would also be taken care of in the DPR.
4. Preparation of detailed design, detailed drawings for approval of Kottayam Chapter, ICAI and working drawings for execution. All the design, details for seminar hall - architectural designing, services scheme for finishes etc. shall be provided with detailed calculations in the required mode in both hard and soft copies.
5. A comprehensive Bill of Quantities (BOQ) including measurements containing the description of item, reference to schedule of rate, unit, quantity, rate analysis for new items, if any for detailed execution shall be formulated for implementation. Tender document in one set (one hard copy duly signed and one soft copy in reproducible form) shall be prepared and submitted in consultation with Kottayam Chapter, ICAI.
6. One tracing paper of each drawing with six white copies/blue prints of each drawing and Bill of Quantities, detailed specifications and relevant documents with two reproducible soft copies shall be supplied by the consultant.
7. The consultant shall submit three hard copies of the final design calculations and two soft copies in the CD-R.



8. The number of copies and the style/modus in which the drawings and documents shall be provided are detailed herein in the document for compliance.
9. The consultant shall provide inputs for changes if any ordered during the sequence of work and other related details to Kottayam Chapter, ICAI without any additional fee. Project work indicating start and completion of the work shall also be provided and its revision if required. Timely release of drawings as per sequence including those not specifically mentioned but required for the completion of job and allied specialized services shall be ensured by the Consultant. All coordination, insertion, approval for data, drawing submitted by vendors of HVAC, Stage Craft, Stage Light, Sound System, Project System, and Sitting Arrangement shall also be accomplished by the Consultant.
10. The Consultant shall make periodic visits at least once in each month at his cost during the work or as per mutually agreed schedule of visits during the period of work and any visit thereafter, Kottayam Chapter, ICAI will pay per visit basis on mutually agreed terms or as per the rules of ICAI. He shall also depute an experienced Architect/Engineer having seven year experience in the field of project development and shall be well versed with auto cad and computers and shall be stationed at Kottayam Chapter, ICAI during the period of work to interact with Kottayam Chapter, ICAI officials or other agency deployed by ICAI on day to day basis at his own cost. In case the Architect/Engineer deployed remains absent for more than three days from site of work in a month during the project period but excluding Sundays and holidays as per NIT rules, a penalty of Rs. 2,000 per day shall be levied.
11. These periodic visits exclude the visits required during preparation and approval stages of CPR/DPR and preparation of completion report/drawings. Nothing extra shall be paid for any visits and ICAI will intimate the schedule of visits from time to time. For coordination/clarification/meetings at work sites, ICAI office, nothing extra shall be paid.

## 12. GENERAL CONDITIONS OF CONTRACT

1. The Consultant shall be responsible for the collection of required data, norms for the work from all concerned sources as may be needed for satisfactory accomplishment of the project. Consultant is required to decide necessary modification in the design and drawings. Consultant shall take this into account while quoting their rates.
2. In case Kottayam Chapter, ICAI desires to carry out certain studies/modifications for improving the system, economy and optimization etc., these shall be deemed to be included within the scope of Consultant without any additional fee.
3. The Consultant shall take into account and keep all provisions for future expansion as proposed by Kottayam Chapter, ICAI.
4. The Consultant shall be fully responsible for adequacy, accuracy, quality and safety of entire professional services performed and endorses necessary certification on drawings and documents that all requirements have been met with.
5. All the stages of the consultancy work shall be completed by the Consultant including its approval by the Clients according to the time schedule mutually agreed upon. Consultancy work till completion shall be accomplished as per schedule treating time as essence of the contract.
6. The Consultant will advise Kottayam Chapter, ICAI on any change needed in the time schedule for works as prepared by the executing agency for the completion of the work so as to achieve the target set for completion.
7. The Consultant shall assume full responsibility for the design/drawing and technical specification/BOQ as covered in their scope of work. Kottayam Chapter, ICAI shall reserve the right to have access to the calculations and designs and the Consultant shall render all possible assistance/access to the Kottayam Chapter, ICAI in this regard and endorse necessary certificates specifying the relevant code that these have been met with.

8. The Consultant shall advise Kottayam Chapter, ICAI regarding the work under execution during visits to the site and submit periodic reports.
9. The Consultant shall not make any deviation, alteration or omission from the approved drawings, involving financial implications without prior consent of Kottayam Chapter, ICAI.
10. The Consultant shall exercise all reasonable expertise, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection in regard to such works as may be necessary to ensure that works are being executed in accordance with drawings/designs/documentation.
11. The Consultant shall make necessary revisions as may be required by Kottayam Chapter, ICAI and/or required due to site conditions, in the drawings and other documents submitted by him at the draft stage. Any subsequent revisions in the drawings and documents etc. once approved but required to be made by Kottayam Chapter, ICAI shall be undertaken by the Consultant without any additional fees/claims.
12. Kottayam Chapter, ICAI shall have the right to postpone or abandon execution of any work and the Consultant shall not be entitled to any compensation against it except the fees which are payable to the Consultant up to the stage of services already accomplished and certified by Kottayam Chapter, ICAI.
13. Kottayam Chapter, ICAI has the right to get the design approved/checked by reputed independent agencies at its own cost. In that case, it will be the responsibility of the Consultant to depute their executive and furnish necessary clarifications/calculation/assistance for the approval of the drawings/design calculations and no extra payment shall be payable on this account.
14. Any modification as required by Kottayam Chapter, ICAI in the base model and concept design shall be carried out by Consultant and no extra payment

shall be admissible on this account. Engineer in charge of Kottayam Chapter, ICAI shall have powers to make any alterations, omission, addition to or substitution from the original work and no claims whatsoever on account of above shall be entertained except the payment for the work done duly accepted and certified by Kottayam Chapter, ICAI.

15. Obtaining approval of the plans from the concerned Local Authorities. Kottayam Chapter, ICAI shall pay statutory fees on production of the document from relevant authorities; however obtaining approval from the authority remains the responsibility of the Consultant, if required.
16. The Consultant shall provide revised drawings as and when required.
17. The Consultant shall provide liaison with concerned statutory authorities and getting approval, if required for.
18. The Consultant should be well conversant with CPWD Specifications/Tender procedures. The Consultant shall obtain all statutory approval, sanctions etc., as and when required/directed by Kottayam Chapter, ICAI without causing any delay to the smooth progress of the work. Drawings prepared by the Consultant shall show all necessary details so that nothing is left to the discretion of the working contractor.
19. The Consultant shall submit the list and CVs of their engineers/staff to be posted / proposed for the work. The staff so proposed shall continue till the completion of work. Changes/replacement due to resignation/retirement on superannuation etc. should be intimated to Kottayam Chapter, ICAI well in time. Competent and experienced persons should be assigned for the proposed job after obtaining approval in writing from Kottayam Chapter, ICAI.
20. The Consultant shall prepare/submit all the relevant drawings at each stage of work in respect of Air Conditioning System, Light arrangement, Sound System, Project System, and Sitting Arrangement as and when desired by Kottayam Chapter, ICAI.

21. Consultant shall attend at work site/ Kottayam Chapter Office, ICAI all meetings as shall be notified by Kottayam Chapter, ICAI and incorporate the amendments thereof. Price is inclusive of the above and nothing extra will be payable.
22. Consultant shall ensure while designing the campus to protect the existing trees as far as possible.
23. The Courts of Kottayam, Kerala shall have exclusive jurisdiction.
24. The EOI shall be an integral part of this agreement.

### **EARNEST MONEY**

The Consultant must furnish the Earnest Money as specified, failing which the EOI shall be rejected. No interest shall be paid on Earnest Money Deposit.

#### **Forfeiture of Earnest Money**

Earnest money of the Consultant shall be forfeited if he withdraws his EOI during the period of EOI validity period as per appendix or extended validity period as agreed to in writing by the Consultant.

The Earnest Money of the successful Consultant is liable to be forfeited if he fails to:

(a) sign the Contract Agreement in accordance with the terms of the EOI;

OR

(b) furnish Performance Guarantee in accordance with the terms of the EOI;

OR

© does not commence the work within the time period stipulated in the EOI.

In case of forfeiture of EMD, the Consultant firm shall be debarred from bidding in case of re-invitation of the EOI.

#### **Return of Earnest Money**

The Earnest Money of the unsuccessful Consultants shall be returned as promptly as possible. The Earnest Money Deposit of the successful Consultant shall be dealt as under:

The Earnest Money after acceptance of the EOI shall be converted to Retention Money. No further retention money shall be recovered from the running bills. EMD converted into retention money shall be retained till 12 months beyond the completion date of the work.

### **VALIDITY OF EOI**

EOI has to be kept open as per appendix to EOI after the date of opening of EOI. Notwithstanding the above clause, Kottayam Chapter, ICAI may solicit the Consultant's consent to an extension of the validity period of the EOI. The request and the response shall be made in writing.

### **WITHDRAWAL OF EOI**

No EOI shall be withdrawn by the consulting firm after submission and during EOI validity period.

### **STAGES OF WORK ACTIVITIES**

1. Preparation and Finalization of the Projects in consultation with Kottayam Chapter, ICAI.
2. To obtain complete brief regarding the details of requirement and site conditions through discussion with Kottayam Chapter, ICAI including site survey etc. (where necessary), planning, designing and preparation of the layout plan for architectural works including necessary revision(s) till the layout is finally approved by the Client and/or Local Statutory Authorities.
3. Preparation of preliminary estimate based on the conceptual drawings on the basis of plinth area rates available with CPWD updated by appropriate cost index for the said area.
4. Preparation of drawings for obtaining the Local Authorities approval, if required.
5. Kottayam Chapter, ICAI can appoint an expert to check the design and allied services of the consultant and any variations due to this has to be incorporated by consultant without any additional cost. The decision of Kottayam Chapter, ICAI authority shall be final and binding on the consultant.

6. Planning, designing and preparation of working drawing for all works for unhindered execution of project after its award to the contractors for executing the works.
7. Planning, designing and preparation of working drawings for all works including planning of the protection services wherever required.
8. Issuing six sets of good working/detailed drawings for all works and services and one set of drawings on tracing paper along with the design calculations for these works.
9. Any other document/drawing required for execution and completion of work.
10. Preparation of complete tender document and supply of draft tender document both in hard and soft reproducible copy.
11. The Consultant shall submit a detailed technical report for the scrutiny by Kottayam Chapter, ICAI along with preparation of concept schemes of all the services to be submitted in stages at least four weeks in advance of concerned activity. In this report, basis for adoption of various norms, calculation sheets etc. shall be enclosed. At no stage, the execution of the work should be held up for want of drawings from the Consultant.
12. Preparation of completion drawings for all the works completed as above and submission of 3 copies of such drawings and one transparency. One soft copy of all the drawings should also be submitted on CD-R for office records.
13. All drawings shall be prepared on updated version of auto cad and structural designing be done on computer along with hand calculations. A soft copy of the same shall be provided to Kottayam Chapter, ICAI.
14. Obtaining all the statutory clearance or otherwise required for execution of the proposed works or for occupation after completion of work shall be the duty of the Consultant, if required.

### **VARIATION OF QUOTED PRICE**

1. The payment shall be made to the Consultant initially based on the estimated cost of works on percentage basis. This will be adjusted (+/-)

based on awarded value of work. The final payment will be again adjusted based on completed value of building without any escalation.

2. The Consultant shall be paid only the amount adjusted as per the payment terms as mentioned above.

3. The rates quoted by the Consultant shall be final and remain fixed till completion of the work. Any description / elaboration of item of work not included in the scope of work or in describing the BOQ item shall not be a ground for any extra payment. The Consultant should note this aspect and quote their rate accordingly. Payment shall strictly be made as per the terms and beyond that nothing extra shall be paid except GST.

The rates quoted shall also be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and Local Bodies. However, any statutory variation in and/or fresh imposition of such levies/taxes relevant to this contract shall be paid on actual basis by Kottayam Chapter, ICAI after submission of documentary proof by the consultant and verification of the same by Kottayam Chapter, ICAI/ Engineer in charge.

4. No price variation will be admissible.

## **CONTRACT AGREEMENT**

The Consultant shall enter into and execute the Contract agreement in the form of agreement as per **Annexure-II** within 15 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Consultant at his own cost. Original agreement shall be retained by the Kottayam Chapter, ICAI / Engineer in charge and a certified copy shall be made available to the Consultant.

## **TERMINATION OF CONTRACT**

Conditions leading to Termination of Contract:

If the Consultant:

- (a) Becomes bankrupt or insolvent; or



- (b) Makes arrangements with or assignment in favour of his creditor or agrees to carry out the contract under a committee of inspection of his creditors; or
- © Being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the shareholders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction); or
- (d) Has execution levied on his goods or property or the works; or
- (e) Assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract; or
- (f) Abandons the contract; or
- (g) Persistently disregards instructions of the Engineer or contravenes any provisions of the contract; or
- (h) Fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- (i) Fails to take steps to employ competent and/ or additional staff and labour; or
- (j) Promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Kottayam Chapter, ICAI, or to any person on their behalf in relation to obtaining or execution of this or any other contract with the Kottayam Chapter, ICAI; or
- (k) Suppresses or gives wrong information while submitting the EOI. In any such case the Engineer on behalf of the Kottayam Chapter, ICAI may serve the Consultant with a notice in writing to that effect and if the Consultant does not, within seven days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, Kottayam Chapter, ICAI shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts as may be specified in such notice.

**PERFORMANCE BANK GUARANTEE  
(UNCONDITIONAL)**

To

The Institute of Cost Accountants of India

Name and Address of Project

[Acting through (Project in Charge) and Address of the Project]  
WHEREAS [Name and Address of Consultant] (hereinafter called "the Consultant")  
has undertaken, in pursuance of Contract No. ----- Dated -----  
to execute ----- [name of Contract and brief description of Works] (hereinafter  
called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the  
Consultant shall furnish you with a Bank Guarantee by a scheduled bank for the sum  
specified therein as security for compliance with his obligations in accordance with the  
Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible  
to you, on behalf of the Consultant, up to a total of \_\_\_\_\_  
[amount of Guarantee] \_\_\_\_\_ [amount in words] such sum  
being payable in the types and proportions of currencies in which the Contract Price is  
payable, and we undertake to pay you, upon your first written demand and without  
argument, any sum or sums within the limits of \_\_\_\_\_ (amount  
of Guarantee) as aforesaid without your needing to prove or to show grounds or  
reasons for your demand for the sum specified there in.

We hereby waive the necessity of your demanding the said debt from the  
Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of  
the Contract or of the Works to be performed thereunder or of any of the contract  
documents which may be made between you and the Consultant shall in any way  
release us from any liability under this guarantee, and we hereby waive notice of any  
such change, addition or modification.

This guarantee shall be valid up to \_\_\_\_\_ (a date 60 days beyond the date of completion of the work).

Signature and Seal of the Guarantor

Name of Bank : \_\_\_\_\_  
Address : \_\_\_\_\_  
Date : \_\_\_\_\_

**Annexure -II**

## **FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)

### **AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (month/year) between, Kottayam Chapter, ICAI of the one part and \_\_\_\_\_ (Name and Address of the Consultant) (hereinafter called "the Consultant") of the other part.

WHEREAS Kottayam Chapter, ICAI is desirous that certain works should be executed by the Consultant viz. Contract No. \_\_\_\_\_ (hereinafter called "the Works", and has accepted a Bid by the Consultant for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) Letter of Acceptance of EOI
  - (b) Notice Inviting EOI
  - (c) Instructions to Consultants
  - (d) Forms of Bids
  - (e) Conditions of Contract
  - (f) Bill of Quantities
3. In consideration of the payments to be made by the Kottayam Chapter, ICAI to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Kottayam Chapter, ICAI to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Kottayam Chapter, ICAI hereby covenants to pay the Consultant in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and Address  
of the Authorized signatory)

(Name, Designation and Address  
of the Authorized signatory)

Signed for and on behalf of the  
Consultant in the presence of:

Signed for and on behalf of the  
Kottayam Chapter, ICAI in the  
presence of:

Witness:

1.

2.

Witness:

1.

2.