



**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA**

(Statutory Body under an Act of Parliament)

CMA Bhawan, Headquarters, 12, Sudder Street, Kolkata – 700016.

CMA Bhawan, New Delhi Office, 3, Institutional Area, Lodhi Road, New Delhi – 110003.



**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA**  
(Statutory Body under an Act of Parliament)

**HEADQUARTERS**

CMA BHAWAN, 12 SUDDER STREET, KOLKATA -700016.

**NEW DELHI OFFICE**

CMA BHAWAN, 3, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003

**TENDER DOCUMENT**

**PRE-QUALIFICATION OF CONSULTANT/ ARCHITECT CUM PMC FIRM  
FOR CIVIL; INTERIOR; ELECTRICAL; AIR-CONDITIONING; FIRE FIGHTING AND ALLIED WORKS  
AT NOIDA BUILDING, SECTOR 62, UTTAR PRADESH**

**Client:**

The Chairman,  
Tender Committee  
The Institute of Cost Accountants of India,  
New Delhi Office, New Delhi.

To be Submitted to : The Chairman,  
Tender Committee  
The Institute of Cost Accountants of India, New Delhi Office,  
CMA Bhawan, 3, Industrial Area, Lodhi Road, New New Delhi – 110 003.

Tender Submitted by:

**NAME OF THE FIRM/AGENCY/CONTRACTOR** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_  
\_\_\_\_\_

**DATE** : \_\_\_\_\_



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**FOR PRESS RELEASE**

**INSTITUTE OF COST ACCOUNTANTS OF INDIA**  
**3, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI - 110003**

**PRE-QUALIFICATION OF CONSULTANT/ ARCHITECT CUM PMC FIRM**

Institute of Cost Accountants of India (ICAI), New Delhi Office, invites Expression of Interest from Architect/consultant/Engineering firm having minimum 5 years' experience in constructions of Commercial Complexes, Institutional Buildings in sealed two envelopes system (**technical bid and price bid**) for pre-qualification. The detailed format of the application & Tender Document for submission can be downloaded from Institute's website [www.icmai.in](http://www.icmai.in) (under tender section).. Last date for submission of complete application form along with all attachments is on 04<sup>th</sup> February, 2023 up to 5.00 PM.

**Place: New Delhi**  
**Date: 15.01.2023**

Convener,  
Tender Committee



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### FOR WEB SITE PUBLICATION

#### LETTER OF INVITATION

Institute of Cost Accountants of India (ICAI), The Institute of Cost Accountants of India, New Delhi Office, CMA Bhawan, 3, Industrial Area, Lodhi Road, New Delhi – 110 003 invites expression of interest from Architectural/Consultancy firms/Agencies for Providing Architectural Consultancy Services for Civil; Interior; Electrical; Air-Conditioning; Fire Fighting and Allied Works at The Institute of Cost Accountants of India, Noida Building, Sector 62, Uttar Pradesh, under New Delhi Office. Interested Architectural/Consultancy firms/Agencies fulfilling required qualifying criteria are hereby invited to submit technical and financial bids separately for providing Architectural /Consultancy Services required for above mentioned project.

#### 2. Details of the Project/Work

- i) Name of work : Civil; Interior; Electrical; Air-Conditioning; Fire Fighting and Allied Works.
- ii) Site Address : The Institute of Cost Accountants of India, Noida Building, Sector 62, Uttar Pradesh.
- iii) Completion period : 4 months from the date LOI/work order to be issued to the Contractor.

#### ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION

- (i) Minimum 5 years' experience as a Consultant as on 31.12.2022. The experience should include all consultancy services for buildings such as architectural, structural, engineering and all internal and external services including electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting, horticulture, EPABX, Networking, Gymnasium, Parking, Rainwater harvesting, Sewage Treatment Plant, Recycling of wastewater etc. and as Project Management Consultancy (PMC).
  - (ii) The consultant should have planned, designed & supervised viz. offered all types of consultancy services as in (i) above in single and/or more building projects, from inception to completion. **Preference will be given to those who have constructed at least two multi storied Office cum residential buildings with a minimum built up area of about 1000.00 Sq.mt to 3000.00 Sq. Mtr. for each during last 5 years ending on 31.12.2022. Preference will be given to those who have planned and designed at least 2 buildings of required size for public sector organization / Institute /reputed national / multinational companies in last 5 years.**
  - (iii) The partner / associates / permanent employees of the consultant should have a valid registration and license as an Architect and Structural Engineer etc. from statutory authorities' viz. Council of Architects etc. as required for such type of high-rise buildings. The consultant should also have a full-fledged office or ready to establish an office at New Delhi/ Noida and should have adequate number of qualified architects, engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services consultant, RCC consultant firms etc.
2. The application forms must be submitted in a prescribed format in a two-cover system viz. Technical and price bid in a sealed cover **separately** along with other details etc. as laid down in the enclosed Annexures. Both the above sealed covers one named as technical and the other price bid should be placed in a third sealed cover super scribed with the legend **"Pre-qualification of consultant for Institute of Cost Accountants of India for Noida Building. The last date for submission of completed application form in the prescribed format at this office will be on 4<sup>th</sup> February, 2023 up to 5.00 pm.**
  3. Please note that the applications received will be screened and shortlisted based on **the aforesaid Pre-qualification criteria**. The final selection of the consultant will be made based on techno-commercial evaluation by assigning weightages in the ratio of 70% & 30% for technical parameters and financial bid respectively.
  4. Please note that there will be **maximum cap / limit of professional fees @ 5% of the project cost** plus GST as applicable for the payment of the professional fees payable to the consultant. The above fees will be payable for rendering complete services for the project as per various stages defined in the agreement including all liaising charges required to be incurred for procuring building permissions/approval from various Local Govt. etc. subject to detailed terms and conditions defined in the ICAI's standard agreement with the Architects. The scope of the work may vary, and in case ICAI decides to reduce the scope of work fees payable will be estimated cost or actual project cost whichever is lower of the whole project.
  5. ICAI reserves the right to reject any or all the applications without assigning any reason therefore and no correspondence would be entertained in this regard.

Date:

Signed as token of acceptance

Place:

Signature of consultant firm with seal



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### OTHER CRITERIA

Architect/consultant firms applying for pre-qualification must fulfill each of the following criteria individually as Architect/consultant firm. The applications of the Architect/consultant firms not fulfilling the said criteria shall not be considered for short listing /pre-qualification.

- a. The Architect/Consultant/firm should have a valid PAN/TAN of Income Tax Department & GSTN.
- b) The Architect/Consultant/firm's average annual turnover (construction work only) during the last 3(three) years ending 31<sup>st</sup> March 2022 should be at **least INR 20.00 lakh (Architect Fees only) without GST**
- c) The Architect/Consultant firm shall have experience of having successfully completed building Projects similar to the Institute's proposed project during last 5 years ending 31.12.2022 with minimum values as any of the following:
  - i. Three similar completed Projects each costing not less than INR 500.00 Lakhs  
OR
  - ii. Two similar completed Projects each costing not less than INR 800.00 Lakhs.  
OR
  - iii. One similar completed project costing not less than INR 1000.00 Lakhs.

Definition of similar Projects: Multistoried Offices, Commercial Complexes, Hospitals, Institute Buildings, Institutional Buildings comprising of RCC framed structures with brick in-fill walls, superior architectural finishes, water supply & sanitary, firefighting Projects, water proofing treatment etc. for reputed clients.

### 5. General

- i. The firm must be registered in appropriate class/category with CPWD / MES /PSU /Nationalized Institutes/PWD/Railways/Other Govt. & Semi Govt. Organizations/Construction firms of National or International repute.
- ii. The firm must have at least 2 (two) Graduate architects, 4 (four) Civil Engineers with at least 03 years for Degree holder or 05 years for Diploma Holders experience in this field and currently employed (including proprietor/partners/directors, if any, with requisite engineering qualification) with the firm for not less than 02 years.

### 6. PRE-QUALIFICATION DOCUMENTS

- i) Availability: Copy of Press Advertisement, Pre-Qualification Notice, and Application Form along with all details can be downloaded from Institute's website [www.icmai.in](http://www.icmai.in) (under tender section) from 15<sup>th</sup> January, 2023 to 04<sup>th</sup> February, 2023.
- ii) Submission date: **Latest by 5.00 PM on 04th February, 2023.**
- iii) Place of submission: The Institute of Cost Accountants of India, New Delhi Office,  
CMA Bhawan, 3, Industrial Area, Lodhi Road, New Delhi – 110 003.

### 7. INSTRUCTION TO ARCHITECT/CONSULTANT/FIRMS

- i) Duly completed application Form along with enclosures /documentary proof as prescribed in the said application form signed on each page by the authorized signatory should be submitted in two separate sealed cover subscribed "**Technical Bid**" and "**Price Bid**" and the same are collectively kept in a sealed envelope and must reach the above-mentioned address. **Separate application form should be submitted for each project.** Please subscribe /write on the top of the envelope: "**Application for Pre-qualification of Architect/Consultants Firms**".
- ii) Any & all cost/expenditure incurred by the Architect/Consultant firms in relation to making the application shall be borne by the Architect/Consultant/firm. No payment by way of compensation or whatsoever shall be made by the Institute.
- iii) The Architect/Consultant firms should strictly furnish all the information only on the formats furnished/provided/made available. The applications not complying with this requirement are liable to be rejected outright without assigning any reason as the sole discretion of the ICAI.
- iv) All corrections and overwriting should be attested & countersigned by the authorized signatory of the Architect/Consultant firm.
- v) In case Architect/Consultant firm intends to give additional information for which specified space is not sufficient, he may furnish such information by adding extra sheets by specifying/indicating the same in the appropriate column.
- vi) Applications received after the due date & time, incomplete/partly filled/unsigned applications, applications not accompanied with relevant annexed documents, enclosures, etc. are liable to be rejected outright without



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- assigning any reason therefor at the sole discretion of the Institute.
- vii) Please ensure that the applications, annexed documents, enclosures etc. are signed by the Architect/Consultant firm's (Authorized Signatory) only and proof of mode of authorization (such as Power of Attorney, Partnership Deed indicating such authorization, resolution, authorization letter etc. as applicable) is enclosed as prescribed in the Application Form.
  - viii) Delay in submission of any part arising due to postal or any other irregularities at any stage will not be considered. The Institute will not be responsible for any damage in transit in case of postal delivery.
  - ix) For providing Fire Suppression system, the Architect/Consultant must have experience of providing such systems in multistoried building projects with hydrant system including electrically operated pumps approved by the State Fire Authority.
  - x) The language in which the contract documents shall be drawn shall be in English.
  - xi) Technical bid should contain application forms, formats duly filled with documentary proof, terms and conditions, etc. No price/rate should be mentioned anywhere in the technical bid. Technical bids contain rates/price for professional fees should be rejected.
  - xii) All the documents should be self-attested, and the Institute will verify with the original at the material time. All the pages of the application form duly filled in, press release, terms & conditions, annexures etc. should be signed by the authorized signatory with seal of the firm.
  - xiii) Price bid should contain price/rate in percentage of project cost only.
  - xiv) Architect/Consultant should have adequate knowledge of local bye-laws/ statutory requirements and are capable to liaise with local civic Authorities.
  - xv) *Please note that the Institute may utilise your consultancy services with the same scope of work for other office premises/establishments within the city of New Delhi with the same fees structure as to be finalised through this tendering process.*

**ICAI will not be responsible for late receipt of application due to postal delay or any other reason/s. Incomplete applications are liable to be rejected summarily. ICAI reserves the right to accept or reject any or all applications without assigning any reason therefor.**

**PLEASE NOTE, THAT THE INSTITUTE WILL NOT MAKE ANY TYPE OF CORRESPONDENCES WITH ANY OF THE APPLICANT EXCEPT WITH THE FIRMS WHO WILL BE QUALIFIED IN TECHNICAL AND COMMERCIAL EVALUATION IN FUTURE.**

Sd/-

The Convener,

Tender Committee,

The Institute of Cost Accountants of India, New Delhi Office,

CMA Bhawan, 3, Industrial Area, Lodhi Road, New Delhi – 110 003

### **Please pay attention: -**

Henceforth you will have to fill information in various forms. While doing so please keep in mind following things:

- Information to be furnished should be crisp, to the point and precise.
- Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.
- Supporting documentary evidence are needed for claims made in technical bid. Please keep copies of all these documents ready. Arrange them in order of appearance of their reference in technical bid. Write Annexure number in serial order on these documents in top right corner of document in bold letters. Annexed the set of these documents at the end of technical bid. Please mention correct Annexure number at relevant pages of technical bid. This will help us to evaluate the bid quickly.
- There is possibility that same document has to be mentioned as evidence at more than one place in the technical bid. In that case keep only one copy of that document and mention that particular Annexure number at every place where that particular document needs to be referred.
- The certificate from the client should clearly mention particulars of the project, scope of services offered by the consultant, actual project cost, date of completion of project, existence of green building features and opinion of client on quality of services rendered by the consultant.



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### WEIGHTAGE- TECHNICAL PARAMETERS –70%, PRICE BID –30%

#### TECHNICAL EVALUATION

#### I. BRIEF TECHNICAL PARAMETER FOR EVALUATION BASED ON THE PARAMETERS REQUIRED FOR ELIGIBLE CRITERIA

(TOTAL MARKS- 70)

S NO.	Broad criteria/technical parameter	Maximum Marks
1	Number of technical staff (Architects and Engineers) in main office: ----- Up to 10 =5 marks, More than 10 and up to 20 = 10 marks, more than 20 =15 marks.	15
2	Experience of the firm, up to 5 yrs =5 marks, more than 5 yrs and up to 15 yrs=10 marks, more than 15 yrs = 15 marks	15
3	Maximum value (Project Cost) of any single project handled, up to Rs 30.00 crores=10 marks, More than 30.00 crores and up to 50.00 Crores =15 marks, More than 50.00 crores and up to 100.00 Crores =20 marks, More than 100.00 crores=25 marks in the last 5 years as on 31.12.2022 for Public Sector Organization / Public Sector Institute / Government Department / Multinational Corporate Houses of repute. <i>Each project should be of Multi-storeyed office &amp; Instructional building.</i> (This parameter is linked with annual turnover to be submitted)	25
4	Certification level in green / energy saving building in IGBC / LEED / GRIHA rating system in multi-storeyed residential building (having project cost of Rs. 100.00 Cr or above) completed in the last 5 years as on 31.12.2022. Green Building Certified=1 marks, Silver=2 marks, Gold=3 marks, Platinum=5 marks. No Green Certification = 0	5
5	Having Local Office at New Delhi/Noida. Full Fledged Office =10 marks, Branch Office at Noida/New Delhi =5 marks, No Office or Branch Office at Noida/New Delhi =0 marks	10
	<b>TOTAL</b>	<b>70</b>

#### II. Marks in the price bid will be evaluated as under:

The lowest offer shall be treated as base and shall be given 30 marks.

**Example** of calculation of marks for price bid will be as under:

Financial bid quotes of four consultants are as follows

- (i) A: 1.00 % of the cost of the project
- (ii) B: 1.50 % of the cost of the project
- (iii) C: 2.00 % of the cost of the project
- (iv) D: 2.5 % of the cost of the project

The marks will be as under

- (i) A:  $1.00 \times 30 / 1.00 = 30$
- (ii) B:  $1.00 \times 30 / 1.5 = 20$
- (iii) C:  $1.00 \times 30 / 2.00 = 15$
- (iv) D:  $1.00 \times 30 / 2.5 = 12$

The consultant who score maximum marks put together for technical bid and price bid shall be considered for selection.





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## TECHNICAL BID

### PRE-QUALIFICATION OF ARCHITECTURAL/CONSULTANCY FIRM--- FIRM PROFILE

1. Name of the Firm :
2. Address :
3. Name, Telephone Nos. including Mobile of contact person :
4. E-mail ID and address and Fax No. :
5. Constitution of the Firm :
6. Year of Establishment :
7. Name of Partners / Associates :
8. Bio-data of Partners / Associates,  
Details may be given in the enclosed format (Annexure – I) :
- 9a. Registration Number with Council of  
Consultant / Indian Institute of Architects. :  
(Copy of valid registration to be enclosed)
- 9b. Details of GST registration :  
(Copy of valid registration to be enclosed)
- 9c. Amount of GST paid year-wise :  
During last 3 financial years ending on 31.03.2022
10. Name and value of major Building :  
Construction works completed during the  
Last 5 years. Details may be given in the Enclosed format (Annexure – II)
11. Name & value of the major Building :  
Construction work on hand. Details may be  
Given in the enclosed format (Annexure -III)
12. Name & value of other major works :  
(Other than building) in hand. Details may be  
Given in the enclosed format (Annexure – IV).
13. Details of features of green building provided in the buildings:
14. Details of modern amenities provided in the building :
15. List of Technical Personnel employed :
16. List of other Personnel employed :
15. List of consultants engaged by the Firm :
18. List of office equipment owned by the company :
19. **Details of Bank account of the firm**
  - i. Account name (exactly as it appears on statement of account)
  - ii. Account number
  - iii. Name of the Bank with Branch name; branch code & IFSC Code
20. Income Tax Clearance Certificate for last three years to be enclosed :
21. (a)List of registration with other Organizations :  
(b)List of completion certificate etc. from the clients for completed / ongoing projects  
(c)Certified copies of the letter of intent for award of the work from Listed Corporate bodies having  
CIN/Nationalized Institutes /multinational organizations/PSUS etc.
22. Particulars of participation in competitions and awards if any received:
23. If the firm is not having its office at Noida/New Delhi:  
Please indicate the time by which it is likely to open an office at Noida/New Delhi with documentary evidence. **(Mandatory)**

24	Turnover of the firm during last 3 years (amount in lacs) <b>(Certificate from Reputed Chartered Accountant is to be enclosed)</b>	Year ended on	Turnover	
			Fees Received without GST	GST Amount (GST Clearance Certificate must be enclosed for the respective years)
		31.03.2020		
		31.03. 2021		
		31.03. 2022		

Note: 1. Please enclose separate sheets for additional information, photographs, and documents.  
2. Please enclose all the Annexes with relevant supporting documents duly self-attested.

Date:  
Place:

Signature of the Consultant with seal





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### Annexure - I

#### BIO-DATA OF THE ASSOCIATES

**Use separate form for each associate.**

1. Name :  
With Contact Number & E-mail Id :
2. Associates with the firm since :
3. Date of Birth :
4. Professional Qualifications :
5. Professional Experience :
6. Professional Affiliation :
7. Membership in :
8. Details of Published papers in Magazine :
9. Details of cost-effective methods/designs adopted in the projects :
10. Exposure to new materials/ Techniques :
11. Details of Features of green buildings provided in the buildings :
12. Details of modern amenities provided in the buildings :

Note: Please enclose all the Annexes with relevant supporting documents duly self-attested.

Signature of the Consultant with seal

Date:

Place:

**Use separate form for each executive/partner/director**

1	Name	
2	Designation/position	
3	Associated with the firm since	
5	Professional Qualification	
6	Professional Experience	
7	Field of expertise	
8	Contact number	
9	e-mail Id	
10	Annexure number of document evidencing employment with the firm like EPF contribution etc.	

Signature of the Consultant with seal

Date:

Place:

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**ANNEXURE- II****LIST OF MAJOR BUILDING CONSTRUCTION WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING AS ON 31.12.2022**

Sl. No.	Name of the Client	Nature of work	Features green building and modern amenities provided	Location of the building/ municipal limits	Estimated value	Built up Area in Sq.mt.	Height of the building	Date of start	Period of completion	Actual date of completion	Final value of the project (Without GST)	Reasons for the variation /delay, if any
1	2	3	4	5	6	7	8	9	10	11	12	13

**Note: Please enclose all the Annexes with relevant supporting documents duly self-attested.**

Please Note:

(a) The credentials issued by the Clients shall be enclosed including letter of award of the work.

(b) The work should have been executed by the firm under the name in which they are submitting the applications.

Signature of the Consultant with seal

Date:

Place:

**Annexure - III****LIST OF MAJOR BUILDING CONSTRUCTION WORKS ON HAND AS ON 31.12.2022**

Sr. No.	Name of the client	Nature of work	Features green building and modern amenities provided	Location the building / municipal limits	Estimated Value	Area in Sq.mt.	Height the building	Present position	Scheduled of completion	Remarks
1	2	3	4	5	6	7	8	9	10	11

**Note: Please enclose all the Annexes with relevant supporting documents duly self-attested.**

Signature of the Consultant with seal

Date:

Place:

**Annexure - IV****LIST OF OTHER WORKS (OTHER THAN BUILDING WORKS) ON HAND AS ON 31.12.2022**

Sr. No	Name of the client	Nature of work	Estimated Value	Present position	Scheduled date of completion	Remarks

Note: Please enclose all the Annexes with relevant supporting documents duly self-attested.

Signature of the Consultant with seal

Date:

Place:

**List of Annexures (Use additional sheets if necessary)**

Annexure Number	Particulars of document



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### SCOPE OF SERVICES/ROLES & RESPONSIBILITIES OF THE ARCHITECT/CONSULTANT FIRM

The scope of the work may vary, and the Institute/ICAI may decide to carry out the work initially only a portion and depending upon the need, available vacant space/ ground coverage etc. The Tower(s) will be a modern building having all required amenities and will comply / have features of 'Green 'and Energy efficient building. All necessary statutory approvals from Local Municipal Authorities such as approval of plans / set of drawings, commencement, plinth verification, occupation, completion certificate, NOC from fire brigade and other authorities, water, electrical and drainage connection, certificate from Govt. lift inspectorate, NOC from Fire Department/ NKDA/ Environment Dept., traffic State / Central Govt. and other related Depts. in this regard. The proposal for approval of the commencement certificate etc. from the local Govt. Authorities and other Govt. authorities etc. as may be required, is to be obtained by the consultants. Soon after the necessary permissions is cleared **by the local Govt. authorities and other** Civic authorities, ICAI intends to commence the work and propose to complete the building in all respects viz. ready for occupation within the specified time frame from the date of commencement. All works including permissions, NOCs, occupation / completion certificate required to be obtained from **by the local Govt. authorities and other** State / Central Government / Statutory authorities will have to be obtained by the consultant. As the project, may involve demolition of some existing occupied residential buildings in the Complex, consultant has to oversee the demolition activities with its disposal etc. including obtention of statutory permission from the local authorities as required in the matter as per the local laws. Further the work of proposed towers need to be completed with minimum disturbance to the people who are staying in the surroundings. The consultant will assume total responsibility for completion of the project in all respects till obtention of occupation and completion certificate from **by the local Govt. authorities** within the specified time frame. The time is the essence of the contract. While the duties of the consultant will be governed by the standard agreement to be executed with ICAI by the successful consultant, the role and responsibilities of the consultant will broadly include following:

- (a) Preparation of detailed /structural/ Architectural drawings of the building including its foundation, if possible.
- (b) Preparation of detailed design of all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting / horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of waste water etc. (c) Most of the features applicable for 'Green building' such as energy conservation, use of solar and other renewable sources of energy, recycling of waste water, rain water harvesting, use of natural light to the maximum extent etc. should be taken into account during planning, design, and execution stages so that if ICAI desires, the Building can be rated as Green building at least of 'Gold standard'.
- (c) Preparation of all detailed architectural, engineering, structural drawings including those for all services as stated above.
- (d) Preparation of alternatives for external façade / elevation / perspective view of building and its 3D presentation by computer for its approval by ICAI and preparation of model for one of the selected alternatives for its display.
- (e) Preparation of estimates and assessing scrap / resale value of buildings to be demolished and calling of competitive tenders for dismantling of buildings including removal of debris supervision of the said work etc.
- (f) If required, calling of competitive tenders for detailed soil investigation work for deciding load bearing capacity and type of foundation etc. and, for deciding minimum depth of foundation from specialized and reputed contractors in consultation with ICAI including preparation of detailed estimates, draft tenders and preparation of panel of contractors etc.
- (g) Preparation of subhead-wise item-wise/ detailed estimates based on current market rate analysis, which will include preparation of rate analysis for all major items, take of / quantity sheets. Working out overall built-up area rate and its comparison for reasonableness with other buildings recently done as also with CPWD built up area rates etc. for submission to the ICAI for approval of the cost.
- (h) Assisting ICAI for pre-qualification and empanelment of trade-wise contractors by following elaborate procedure / norms laid-down by Institute/ CVC guidelines.
- (i) Preparation of draft tenders subhead-wise including detailed bills of quantity (BOQ) based on approved estimates by ICAI and full set of tender documents including all terms, conditions, special conditions and standard clauses.
- (j) Calling of competitive tenders each trade-wise at appropriate time from the pre-qualified contractors. Required sets of tender documents will have to be prepared by the consultant themselves at no extra cost to ICAI.
- (k) Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful bidder / vendor, placing of work order etc.
- (l) Preparation and issuance of detailed working drawings minimum 3 sets to the contractor along with work order so that work is not held up at any point of time for want of the drawings / details. 2 sets of such drawings will have to be issued to ICAI for it's records.
- (m) Complete role of Project Management Consultant (PMC) will also be played by consultant to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced Engineers lead by a Project Manager to be posted at the site and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns



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barring exceptional circumstances beyond the control of the consultant. The PMC work will broadly include recording of measurements, verification of running account, final bills of contractors, finalization of Accountants, extra / deviated items, rate analysis, maintaining various registers as per CVC / Institute's guidelines at site, preparation of Per/bar chart, CPM networks and its updating for monitoring progress etc. The collection of samples of various materials used at the site and arranging for its testing through approved laboratories /institutes should be done and proper record / registers need to be maintained at site.

- (n) The consultant will have to apply and obtain all required approvals / NOC from **by the local Govt. authorities** and other Govt. / Statutory authorities from time to time such as plinth verification / occupation / completion / drainage / water supply and electrical connection, verification by lift and electrical authorities etc. well in time so that the progress of the work is not hampered.
- (o) The effective communication between various agencies / vendors contractors will have to be ensured by the consultant. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including Institute ICAI and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
- (p) During the defects liability period carrying out periodical inspection along with representatives of ICAI and contractor, preparation of the list of defects list and arrange for its rectification from contractor.
- (q) Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings mounted on cloth papers and also in the form of a CD (soft copy) will have to be prepared and submitted to ICAI.
- (r) Institute's projects come under Technical Audit by Chief Technical Examiner's Organization of Central Vigilance Commission. Submission of Reply to their queries, compliance of their observations etc. are statutory requirement of Institute's Architect. The list of duties mentioned above is only indicative and the consultant will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of ICAI and guidelines of CVC in an open and transparent manner to the satisfaction of the Institute and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of ICAI.

Signed as token of acceptance

Signature of consultant with seal

Date:

Place:



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**(TO BE SUBMITTED IN SEPRATE SEALED ENVELOPE-B)**

**PRICE BID**

**PROFORMA FOR SUBMISSION OF THE PRICE BID**

**SELECTION OF ARCHITECTURAL CONSULTANT FOR PROVIDING ARCHITECTURAL/ CONSULTANCY SERVICES FOR CIVIL; INTERIOR; ELECTRICAL; AIR-CONDITIONING; FIRE FIGHTING AND ALLIED WORKS AT NOIDA BUILDING, SECTOR 62, UTTAR PRADESH UNDER THE INSTITUTE OF COST ACCOUNTANTS OF INDIA, NEW DELHI OFFICE, CMA BHAWAN, 3, INDUSTRIAL AREA, LODHI ROAD, NEW DELHI – 110 003.**

We have understood the prequalification criteria, scope of the services to be offered, the terms and conditions for the appointment to be rendered by the Architectural Consultant specified by ICAI in their technical bid as well from their standard agreement for the captioned purpose and we will abide by the same in case our proposal is accepted.

Accordingly, we now quote a total professional fee as under:

Fee in figures: ..... (Percentage to the project cost)

Fee in words: .....

**plus, GST as applicable.**

We agree that the above payment of the fees will be released to us at pre-determined stages related to the progress of work based on the standard terms of ICAI in this regard.

We, further agree that in case we fail to procure required building permissions and approval of plans by the local authorities within a reasonable time of maximum 2 months, ICAI will be at liberty to discontinue our services as an Architect for the project within their sole discretion and no fee shall be claimed by us for the project.

We agree that the income tax (i.e. TDS) as payable to statutory authorities may be deducted from the above quoted fees. I/We fully understand that ICAI is not bound to accept the lowest or any offer.

Signature, name and designation of the Authorized signatory

Date:

Place:



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### SAMPLE DEED OF AGREEMENT

THIS AGREEMENT made this .....day of ..... Two thousand .....between Institute of Cost Accountants of India, Statutory Body under an Act of Parliament, and having its Headquarters at 12, Sudder Street, Kolkata – 700016 and Delhi Office at 3, Institutional Area, Lodhi Road, New Delhi 110003 (herein after called 'the Employer or Institute or ICAI' which expression shall include the successors and assigns) of the one part and M/S..... having its office at ..... (hereinafter called 'the Architect' which expression shall include the partners and also the partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

Whereas the Employer intends to construct it's .....at..... and whereas the firm as Architects for the said ..... (Hereinafter called the 'said works') and whereas the Employer is desirous of appointing the said Architects as Architects for the said work by their letter No. ....dated ..... (Hereinafter called the 'said works') and whereas the Architects have accepted the said appointment by their letter No. ....dated .....Now, therefore, this agreement witnessed that the said ..... M/S. ....are hereby appointed Architects for ..... above referred to on the following terms and conditions:

#### **1. Architect's Services:**

The Architects shall render the following services in connection with and in reference to the said works:

- a) Taking the Employer's instructions, preparing sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Employer), making approximate project cost estimates i.e. block estimate based on sq. meter area \* rate per sq. meter and preparing reports on merits of the scheme, highlighting the points such as permissible FSL, likely type of foundation required, structural design provisions to be made, planning norms/development rules of the local authorities from whom the plans have to be got cleared before commencement of work and how the same are met in the proposed layout permissible and recommended basement areas and purpose, adequacy of available water sources for drinking, flushing, A.C. adequacy, electric sources for lighting and Air-conditioning and other purposes, any alternative arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, land scaping etc. and all incidentals and connected aspects thereto so as to enable the Employer to take a decision on the sketch designs and scheme as a whole.
- b) After approval of the plans by the Employer, submitting the required drawings to the (NOIDA and or Other local authorities viz. Electric supply authority, Water distribution authority, Pollution control authority, Fire Safety authority etc.) and obtaining their approvals/permissions, where necessary.
- c) After approval of the plans by the NOIDA and /or local authorities or any other authority empowered to approve under law/rules & regulations in force, preparing details architectural working drawings, making design calculations and drawings for the said work and other structural work of the building(if required), making designs and drawings for normal sanitary, water supply and electrical services and also for any special installations like air-conditioning, sewage treatment, firefighting, telephone, public address system, computer installations, interior decoration/site preparation work etc. (as may be included required by the Employer in the Architects services), meticulously working our technical specifications, bills of quantities and detailed cost estimates after briefing and discussing the amenities and finishes being proposed broadly with the Employer. While the Architects would be given full scope to make suggestions in the best interest of the said works, the Architects shall amend/change the same suitably if so desired by the Employer. The Architects shall be responsible for inclusion of each and every item of the works specifications required for completion of the project and the correctness of the quantities so as to ensure that variations are not beyond 5% on either side between on the actual quantities and the estimated quantities in exceptional /rate cases. The Architects shall get all these detailed drawings and cost estimates approved by the Employer after making necessary changes/amendments etc. if so, desired by the Employer.
- d) Drawing up detailed tender documents for the various trader, complete with the Articles of the agreement, special conditions, conditions of contracts, specifications, drawings, schedules of quantities, the ICAI's standard PVA clauses, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works site etc., theoretical/standard cement consumption for various items of works, various insurance covers required, time and progress charts and any other material necessary for completing the tender documents and getting them approved by the Employer.
- e) Preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre-qualification of contractors and inspection of some of the works done by them with the approval of the Employer, inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the Employer, assist the Employer to conduct





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negotiations with the tenders where necessary and after the Employer's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors.

It is clearly understood that the Institute shall employ services of Project/Management Consultants for day to day supervision and ensuring that the said works are being executed as per the plans and designs and specifications prepared by the Architects and provided for in the contract agreement with the selected /appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials/works, getting various tests for materials and works done, correct measurements of the works, initial scrutiny of the contractors bills at site and making the recommendations to the architects. The Institute will be involving the said PMC agency in the project right from the beginning of project i.e. from the stages of soil exploration, pre-qualification of the contractors as the Institute's agency to remain fully associated with the project and day to day work.

The Architects shall not for whatsoever reason, object to the said appointment of the Project Management Consultants by the Institute for monitoring of the project at site and assisting the Institute in scrutiny of the recommendations, reports, plans, estimates etc. received from the Architects with a view to the decisions in the matters at the Institute's end. It is expected that the Architects and the PMC work jointly as a team in good spirit with a view to getting the said works completed in best possible manner and efficiently.

- f) Preparing landscape drawings.
- g) Preparing for the use of the Employer, the contractors, PMC/and the Site Engineers (if any) appointed by the Institute, six copies of the contract documents of various trades including all drawings, specifications and other particulars such further details and drawings as are necessary for the proper execution of the said works.
- h) Assuming full responsibility of correctness of structural and Architectural design and design for all services and installations and soundness of the proposed work according to the said designs and specifications. Assuming full responsibility for the overall supervision and proper and timely execution of the works by all the contractors and sub-contractors, specialists, consultants, technical adviser etc. that may be engaged from time to time as defined in the conditions of engagement referred to clause 2 below by following up the matter closely with the appointed PMC and even with the contractors. Appointment of the PMC by the Institute and their presence at Site and involvement in the work shall not absolve the Architects in any manner from those responsibilities. The role of the PMC will be as an Agent of the Institute employed for austere the Institute for efficient execution of the project at Site. The Architects will have right to oversee, defer with the PMC's opinion in regard to the quality, measurements, rates of part/substituted/extra items etc. without affecting the Institute's interest. However, in the event of any dispute arising out due to difference between the opinion of the PMC and the Architects, the decision of the Institute shall be final and binding on the architects (and PMC as well).

Normally, the work rejected by the PMC or the rates and/or quantities reduced by them shall not be disputed by the Architects. However, if they differ with the PMC in this regard, they have right to make recommendations/suggestions to the Institute for the Institute's consideration and pending the Institute's decision/s on such points, the architects shall issue the interim payment certificates as recommended by the PMC. On getting the Institute's decision on such points the architects can give effect to the same as may be necessary in the bills to follow thereafter. The Architects will have, however, a right to reject the works accepted by the PMC if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons in writing to do so to the Institute under a copy of the advice to the PMC.

Test checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills from the site duly scrutinized and verified from the said PMC of the Institute, checking the contractor's bills, issuing certificates for payment and passing and certifying Accountants so as to enable the Employer to make payments to the contractors and making adjustments of all Accountants between the contractors and Employer. The Architects shall assume full responsibility of the entire project and correctness of the payment certified by them subject, however, to the correctness of the detailed measurements calculations and summing-up of net totals under appropriate tender items by the PMC.

- i) Obtaining from PMC and submitting after verification the account of cement and other important materials as the Employer may specify.
- j) Obtaining final building completion certificate and securing permission of Municipal Corporation or other authority for occupation of the building and obtaining refund of deposits, if any, made by the Employer to the Municipal Corporation or other authority. The Architects shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation and another departments/offices of Govt./Semi Govt./Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.
- k) Appearing on behalf of the Employer before the Municipal Assessor & Collector or other authority in connection with the final settlement of the initial ratable value of the building/s and tendering advice in the matter to the Employer.





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- l) Any other service connected with the said works usually and normally rendered by Architects and not included in any of the items referred to above.

### 2. Conditions of Engagement:

- a) The Architects shall submit to the Employer the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated including project details in the schedule hereto annexed.

The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day-to-day supervision of the PMC is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/observing any deviations there from, they shall immediately bring it to the notice of the /PMC/Contractors at the site and write to the contractors for the same. All such letters addressed to the contractors by the architects shall be routed, without exception through the PMC so that if there is any point of difference or there is any genuine technical/administrative/contractual difficulty in following the architects' directions, the PMC can first talk to the architects and or to the Institute before the architects' letter/s reach in the office of contractors. Simultaneously, copies of all such correspondence with the PMC/Contractors shall be sent to the Employer by the architect periodically. The PMC shall be responsible for getting implemented/executed the project work through the appointed contractors as per the detailed architectural and structural drawings prepared and submitted to them by the architects and as per the provisions made in the accepted tender/s. The PMC shall be authorized by the Institute to talk/instruct/write directly to the representatives of the selected contractors during the progress of day-to-day work as long as those pertain to specifications, quality, measurements, drawings, progress of works etc. as provided in the respective contractors' contract agreement.

The PMC shall endorse the copies of all their correspondences with contractors to the architects and the Institute. The PMC will have right to stop bad/defective work or the work which is not as per the tender item/drawings. The PMC will have right to ask the contractors to remove/ demolish disapproved/rejected materials/works. Only where the contractors disagree to the same, they will refer the matter to the Architects for further necessary action. The Architects' overall responsibility will continue during the defect liability period to see that the PMC are persuaded to get the defects, if any, removed by the contractors and they shall give a 'No Objection Certificate' at the end of the defect liability period of twelve months from the date of virtual completion of the said work to the contractors after getting recommendations to that effect from the PMC. The PMC shall also be authorized to write to the architects, if they find any discrepancy in the drawings, specifications or in the architects' instructions or any drawings, details, clarifications required for speedy implementation of the works are pending from the architects' offices.

- b) During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, ascertain local authority's building bye-laws, prevailing prices for building materials and labour wages etc. and forward the same to the Employer also. The Architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing test or other soil tests as may be required and submit their report to the Employer. The cost of survey of site and carrying out soil investigations, various tests shall be borne by the Employer.
- c) The Architects shall co-ordinate all his activities during the detailed planning and tendering stage with the PMC (and other consultants, if any) separately appointed by the Employer, and they shall prepare a comprehensive-programme of work in consultation with the PMC and other consultants as also the contractors and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose, the Architects shall attend the weekly/fortnightly joint meetings of the Employer, the Architects, the ST/PMC, all the concerned consultant, contractors/sub-contractors, and assist the PMC to prepare jointly the minutes of discussion/instructions at such meetings with a view to co-ordinate the work of the various contractors/sub-contractors and avoids delays.

The following shall constitute the joint Project Committee (hereinafter referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects ST/PMC and other Consultants/Contractor engaged in the execution of the project.

- i. Institute's Engineers (Civil /Electrical) and other officials of the Institute.
- ii. Concerned partner of the Architects and their Resident Architect/Engineer members. Project Manager and or Resident Engineer-in-charge of project of the PMC Member and secretary respectively.
- iii. The Secretary of the Committee may, convene the meetings of the ICAI, Architects, ST/PMC and the concerned contractors/consultants at such regular intervals or frequently as may be instructed by the Chairman of the JPC and shall record and circulate to all concerned the decisions of the JPC for implementation/information as may be applicable. It is clarified that day to day supervision, programming of the works and coordination of various activities, quality control, measuring and recording the actual quantity of work, their correctness, ensuring that



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the work is being executed as per tender specifications and drawings, pointing out of any discrepancy therein forthwith the Architect to enable the later to give necessary clarifications/instructions to the ST/PMC or (through the ST/PMC) to the contractors after taking the Employer into confidence will be responsibility of the ST/PMC and the architects will oversee all these activities and follow up with the ST/PMC and various contractors through their Resident Architect at site to ensure timely and quality work as provided in the agreement.

- d) The Architects shall not make any deviation, alteration, omission from the approved design/plans without the written consent of the Employer. The Architects shall not also undertake, execute or carry out any variations or extra items of works in excess of Rs.25, 000/- (Rupees Ten Thousand only) or such amount as the employer may expressly authorize by separate letter. All variations and extra items allowed within the discretion of the Architects as well as costing Rs. 2,500/- and above or the amount authorized shall be referred to the Employer together with the reasons for making such deviations and by furnishing an analysis of the extra cost involved thereby. All orders given to the contractors by the Architects for any authorized deviations shall be issued within a fortnight from the date of issue of instructions for deviations but after getting the Employer's approval. The Architects shall on no account permit the contractors to include cost of variations or extra items of work in the running bill or certify the payments for such variations or extra items till the rates therefore are accepted by the Employer. In case of any additions or variations above Rs. 25,000/- are carried out without the prior approval of the Employer, the Employer shall not be liable to pay the contractors for such additions and variations and the Architects shall also not be entitled as a right to claim fees for such additional or deviated items of works.
- e) During the progress of work, the Architects' representative at site shall remain in daily touch with the ST/PMC and ascertain in from them whether any excesses over sanctioned cost is anticipated and/or has already occurred. The Architects shall immediately report the same to the Employer with adequate justification for the same and obtain Employer's approval thereto. Also, as and when required, the Architects shall also prepare a revised cost estimate for Employer's approval with assistance from/in consultation with the ST/PMC.
- f) The Architects shall engage (within fees mentioned in clause 4 & 5 below) a qualified graduate Resident Architect/Civil Engineer with not less than 10 years' experience for co-ordination and overall supervision on the site on day-to-day basis during the construction of the works subject to clarifications given above, for projects costing Rs. 200 lakhs or more. In the event of construction period is extended for reasons not attributable to the Architects, the remuneration of the Resident Architect/Engineer shall be reimbursed to the Architects by the Institute for the extended period over the stipulated period of completion of the project.
- g) The Architects shall, within the fees mentioned in clause 5 below, engage a qualified;
- (i) Structural Consultants/ Engineer, (ii) Electrical Consultants / Engineers, (iii) Sanitary and Plumbing/ Public Health Consultants, Engineer and (iv) Consultants for special installations like air-conditioning, lifts, generators and firefighting installations, land scaping interior works etc. to assist them in their works. The remuneration, fees of Resident Architect and his required assistants/ Consultants/ Engineers appointed under clause (f) shall be paid by the Architects who shall also be responsible for all the work, actions, omissions, etc. of any such Resident Architect and his assistants/Consultants/Engineers.
- h) Scrutiny/recommendations/ certifications of the contractors' running bills by the architects / PMC and payments by the Institute. The ST / PMC shall certify the running bills of the contractors within 5 working days from the date of receipt of the same from the contractors. To avoid delays in payments of running bills of the contractors, the joint measurements of the executed works by the authorized engineers of the PMC and contractors are required to be recorded from time to time by them soon after execution as also arithmetic calculations etc. are also required to be done soon thereafter and except for summary of quantities under various items of the works, the measurement of work should stand updated so that the recommendations from the PMC on each such running bill can reach within 5 days to the architects. The Resident Architect should follow-up with PMC to ensure accordingly. The Architects are supposed to satisfy themselves about the recommendations by the PMC especially to ensure that the disputed/rejected works and the works not sanctioned by the Institute are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Employer, the rates allowed by the PMC are not in opinion of the architects more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries/deductions from the bills are properly effected, deductions for up to-date actual payments effected by the Institute / tax deductions made / other recoveries made up to the last running bill in case of each contractor by the Employer are ascertained from the Employer and are given effect in the running bill in hand so as to minimize further corrections at the Employer's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Employer to the contractors. The Architects shall not be responsible for the corrections of the individual measurement, calculations etc. which shall be the responsibility of ST /PMC. But the architect should satisfy themselves through their Resident Architect that there is no duplication of the measurements and recording of the work done is under proper tender items. To avoid delays in verification on this account, the Resident Architect or his assistant at the site may remain associated with the PMC and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under that tender items.



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- i) ICAI shall include in all contracts which may be entered into with the contractors such clauses as would provide for the payment to ICAI by the contractors of adequate damages for losses or delay on their part in carrying out the terms of the said contract and the architects shall take all necessary precautions and perform all their duties before and during the progress of the work to bring about completion of the work as may be entrusted to them including determining claims of the contractors due to fault or delay caused by the firm or their staff, on which question the decision of ICAI, is final and binding, will have to be made good by the architects, subject to the total liability of the firm on this account being limited to an amount equal to 10% of the total payable fees.
- j) If the work of construction of any one or more of the civil engineering works or other works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by ICAI stopping or suspending the work of construction on grounds other than bad/ unsound work or installation and / or defective supervision or lack of supervision or by reason of any undue or unreasonable delay on the part of ICAI in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the firm shall not be liable in any way for the consequent delay in the completion of such work. ICAI may require the firm to go out for discharge of any of their duties enumerated in this agreement without any extra fees. In such case, the firm shall, except in case of visit to site/laboratories / quarries / shops within the New Delhi and Noida City, be entitled to traveling and daily allowance permissible as under:
- i. Senior Directors / Partners and Senior Consultants:
- Actual traveling charge (permitted by Air/Two tire A/C Sleeper class for train journey), lodging plus boarding together not exceeding @ Rs. 2500.00, plus taxes per day per person after producing necessary bills/receipts in support of their claims.
- ii. Other Engineers/ Architects/ Employees:
- Actual traveling charges (permitted by First Class train fare), lodging & boarding charges together not exceed @ Rs. 1500.00 plus taxes-per-day per person after producing necessary bills / receipts in support of their claims.
- k) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission and if he brings to the notice of the Institute any defective or substandard work or any irregular/ excessive payments the Architects shall take necessary action to get the defect rectified and / or recover the irregular payments. They may bring such matters in writing to the notice of the concerned contractors by putting the correspondence/ their letters through the ST / PMC and advising the ST/ PMC to take immediate action to get the matter set right and report back to the Architects for compliance. The Architects shall assist the Employer with necessary assistance from the PMC to send suitable reply to the Chief Technical examiner's quarries in shortest possible time. In case of any disputes with the contractor (s) or disputes arising out of the said project execution as well in the matter of arbitration (either initiated by the contractors or the Institute) pertaining to this project, the Architects shall, with the necessary assistance from the PMC, assist the Employer from time to time by drafting suitable replies in consultation with the legal advisers and the PMC and protect the interest of the Employer.
- l) The Architects shall, on the completion of the work, supply to the Employer free of cost two copies of not less than 1:100 scale drawings (one of which shall be in AUTOCAD format on a compact disc or pen drive), two complete sets of structural drawings and two sets of drawings sufficiently showing the main lines of water and drainage pipes, electrical installation and other essential services and also an inventory of all fittings and fixtures in the building. The Architects shall, if so required by the Employer, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Employer to the Architects.

### **3. Termination of Agreement**

- a) The agreement herein may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the Architects shall remain liable and shall be responsible for the certification / approval of any bills submitted by the contractors at any time in respect of the work executed before the termination of the Architects appointment and consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the Architects for payments to the contractors.
- b) If the Architects shall close their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners or become incapacitated from acting as such Architects, then the Agreement shall stand terminated.
- c) (i) If the Architects fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by the Employer in his sole discretion. **Or**
- (ii) In case there is any change in the constitution of the firm of the architects for any reason whatsoever, the employer shall be entitled to terminate this agreement without giving notice and entrust the work to some other Architects.



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- d) In case of termination under sub-clause (a), (b) or (c) above, the Architects shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of the Employer as to what is the work actually done and what is the amount of the fees due to the Architects on the basis of actual work and as per the provisions in this agreement shall be final and binding on the Architects.
- e) In case of the termination under sub-clause (a), (b) or (c) above, the Employer may make use of all or any drawings, estimates or other documents prepared by the Architects.

#### 4. Transfer of Interests:

- (i) The Architects shall not assign, sublet or transfer their interest in this agreement, without the prior written consent of the employer.
- (ii) Whether the firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the Company shall be made without the prior approval of ICAI.

#### 5. Scale of Charges:

- a) The Employer 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 before mentioned, fees calculated at the rate of.....% (..... percent) the cost of the work as indicated in sub-clause (a) of this clause. No deduction shall be made from the Architect's bill/fees on account of any delay in the work due to reasons not attributable to the Architect.
- b) If the Employer appoints independent consultants for the work pertaining to special installations like air-conditioning, lifts, Wet-risers etc., the Architects shall not be paid any fees on the total value of such installations. Similarly, no fee is payable on the cost of equipment for air-conditioning, lifts, computers etc., supply of which is directly arranged by the Employer.
- c) The Architects shall be paid fees referred to above in the manner laid down in clause 6 below, in respect of the preparation of plans, drawing up of estimates, specifications, pre-qualifications of contractors, calling of tenders etc. up to the stage the work is done by them on the value of works estimated by them initially or based on value of approved tender for works. However, the Employer shall be entitled to adjustments subsequently based on actual cost of executed works so that the total fee payable to the Architects does not exceed the aggregate of the percentages referred to in sub-clause (a) above on the value of the actual executed works including variations due to increase or decrease in the scope of the work authorized by the Employer. The Employer shall have the liberty to omit, postpone or not to execute any work and the Architects shall not be entitled to any compensation or damages for such omission, postponement, or non-execution of the work, except the fees which have become payable to them for the services actually rendered by them.

#### 6. Methods of Payment:

Sr. No.	Services to be recorded	Subject to clarifications under col Fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
1	2	3	4	5
1(a)	After completion of sketch plans, Architectural design and model, if any, and their approval by the Institute.	<sup>th</sup> 1/16 (6.25%) of the total agreed % of fees on total cost of related work.	<sup>th</sup> 1/16 (6.25%) of the total agreed % of fees on total cost of related work.	It is clarified that estimated of the work at this stage shall include cost of interior work only if the sketch plans include the detailed department-wise final layout plans for all floor for computerized office. As otherwise, the fees for the sketch plans for interior work





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Sr. No.	Services to be recorded	Subject to clarifications under col Fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
b)	After completion of working drawings & detailed estimates to the satisfaction of the Institute including Architectural & structural drawing & all drawings pertaining to the various specialist services & their approval by the Municipal Corporation or other authorities & Pre-qualifications of contractors for main civil work (foundation as well as super structural)	<sup>th</sup> 1/8 (12.5%) of the total% of fees on total cost of related work.	<sup>th</sup> 3/16 (18.55%)  Of the total % of fees on total cost of related work.	If the civil work is executed in two stages i.e. foundation & plinth or pile foundation one stage and super structure as second stage, assessed cost for each work will be the basis for release of payment. The fees for detailed plans & estimates for interior work shall be paid later on when these are received & approved by the Institute.50% of the fees payable for this stage may, however, be paid on completion and approval by the Municipal or other
(c)	After preparation of contract documents including tenders, issue of tender notices in respect of all trades, submission of recommendations to the Institute and execution of the contract documents for various trades.	<sup>th</sup> 1/16 (6.25%) of the total% of fees on total cost of related work.	<sup>th</sup> 1/4 (25%) of the total fees on total cost of related work.	Here also, as clarified in para (b) above, initially the estimated cost shall be the cost of foundation or/ and super-structure (excluding interior decoration work) when the general building work is in progress. The fees under this (c) stage will be paid later on when the detailed plans/estimates/tender documents etc. are prepared by the ACF and approved by the Institute and the tenders are invited by the ACF. Part payments of fees in both these cases can be released at discretion of the Institute on request of the ACF in proportion to the services completed in respect of particular trades. Such payment shall be on account.
(d1)	During the progress of construction and in proportion to the value of the said works as certified from time to time and paid by the Institute.	1/2 <sup>th</sup> (50%) of the total% of fees on total cost of related work.	3/4 <sup>th</sup> (55%) of the total fees on total cost of related work.	
(d2)	On final completion of the project & closing of Accountants including obtention of occupation certificate from Local Govt. Authorities/ Fire authority / water connection authority / electrical connection authority / gas connection authority and / or any other authority / Board connected with the occupation of building.	<sup>th</sup> 1/8 (12.5%) of the total% of fees on total cost of related work.	<sup>th</sup> 5/8 (85.5%)  Of the total fees on total cost of related work.	



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Sr. No.	Services to be recorded	Subject to clarifications under col Fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
(d3)	After the ACF issue “No objection certificate” for the refund of contractors’ retention money on expiry of Defects liability period of the various contractors and/ or attending to the Institute’s observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.	<sup>th</sup> 1/8 (12.5%) of the total % of fees on total cost of related work.	100% of the total fees on total cost of related work.	The final payments under d1, d2 & d3 stages shall be made in accordance with and on the basis provided in the clauses 5 herein.
(e)	In case, this agreement is terminated in pursuance of clause 3 above, fees shall be paid to the architects for the actual services rendered as per stages referred to in this clause and subject to other provisions about recoveries etc., as provided for elsewhere in this agreement.			
(f)	In case of repetitive jobs, while one block will be paid at the full fees and the remaining blocks will be paid @ 1.5% (Maximum) fees only.			
(g)	In addition to the fees for professional services, Govt. of India GST shall be reimbursed to the Architect on submission of relevant documents adducing proof of payment of GST by the Architect to Govt. of India.			

### 6. Visit to the Site:

In addition to the stationed qualified Resident Architect and one or two of his assistants as the Architects may consider necessary to support him, the Architects as stipulated by the Employer or their representatives shall visit the site at least once in a week and more frequently if so required and their consultants shall visit the site periodically and as frequently as works require and inspect and supervise the construction to ensure and themselves satisfy that the works are being executed as designed and planned by them and approved by the Employer and general quality of the work and finishes etc. are good. For this, no charges shall be payable by the Employer, but traveling charges shall be payable to them including daily allowances as mentioned in para 2 (l) above for project site situated outside New Delhi and Noida City.

### 7. Delays, Responsibility & Recoveries from fees:

- If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between the Institute and the contractors on a ground that they did not receive detailed architectural / structural drawings and of any further clarifications from the architects, the architects shall be liable to make good the losses to the Institute to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the architects’ earlier given architectural / structural drawings are required to be altered / demolished because of mistakes at the architects / their consultants’ the architects shall be liable to bear the cost of the work required to be so altered / removed (including removal / alternation cost) unless the contractors agree to forgo the cost of said work. In the event the Architects fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate, due to which the work is not completed within the time frame, they shall be liable to make good suffered by the Institute without prejudiced to the Institute’s right to terminate the agreement and pay such fees, which is at discretion of the Institute, required to be paid at the time of termination.
- While the PMC will be in-charge of the site in regard to implementation of the project as designed, planned and put to tender in time bound schedule through the appointed contractors, the architects shall closely follow-up and keep the account of the progress made and arrange to solve the bottlenecks, if any, and clarify the doubts / details, if any required by the PMC/ contractors through their Resident Architect and his assistants at site. If necessary, they should write to the PMC under advice to the Institute about time lag in the works and suggest improvements / course of action for PMC’s consideration. Similarly, the PMC will be authorized to write to the architects about their requirements from the architects like drawings, details, clarifications, discrepancies, etc. if any.
- It is agreed by the Employer and the Architects that the total recoveries /payments on account of delays / mistakes except in case of structural failure at architects’ end and any other account from the architect’s fees shall not exceed 15% of their total fees for the entire project including interior decoration work, foundation, compound, development, landscaping etc. To protect their interest, the architects shall keep the matter on



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record and shall maintain file / register with the acknowledgements etc. for issue of drawings, clarifications / instructions given to the PMC / contractors / Institute in writing. However, in the event of any damage / loss caused to the Institute on account of structural failure due to defective structural design by the Architects and / or their structural consultants, the Architects shall be liable to make good fully such damages / loss to the Institute without any upper limit.

### **8. Arbitration:**

- i. Any dispute and items of disagreement arising between the Architects and the PMC shall be referred to the Secretary of the Institute or in his absence the Consultant Engineer of the Institute and his decision on those matters will be final and binding on the Architects and PMC as well.
- ii. If any dispute, difference, or question shall at any time arise between the Architect's and the Employer as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that stated in (i) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works except in respect of the matters for which it is provided herein, that the decision of the Employer is final and binding, the same shall be referred to the Arbitration and arbitrator is to be appointed by the employer.
- iii. The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the Architects shall be with-held on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.
- iv. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- v. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- vi. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be paid.
- vii. The award of the Arbitrator shall be final and binding on both the parties.
- viii. Subject to aforesaid, the provisions of the Arbitrator Act 1940 or any statutory, modification or reenactment thereof and the rules made there under, and for the time being to force, shall apply to the arbitration proceedings under this clause.

This agreement executed the day and year first written above.

In witness of this agreement, the parties hereto have subscribed their respective hands hereto and / or a duplicate hereof on the day and the year herein above first mentioned.

Signed and delivered by within named M/s-----by the hand of its Partners for and on behalf of the Architects in the presence of

1. \_\_\_\_\_ 2. \_\_\_\_\_

Signed and delivered for and on behalf of the Institute of Cost Accountants of India by

1. \_\_\_\_\_ 2. \_\_\_\_\_

### **SCHEDULE**

Sl. No.	Submission	Period
1.	Submission of sketch plan & preliminary estimates.	Within 2 (two) weeks from the date of receipt of instructions from the Institute.
2.	Submission of Detailed drawings complete in all respect for the project for approval by the local authority.	Within 2 (two) weeks from the date of receipt of Institute's approval of the sketch plans and preliminary estimates.
3.	Submission of Detailed structural & other drawings and estimates, complete in all respect for the project.	Within (4 four) weeks from the date of receipt of plan approved by the local authority.
4.	Submission of Drawings and Draft tender documents complete in all respect.	Within 2 (two) weeks from the date of receipt of Institute's approval of Detailed estimates.





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5.	Submission of Architect's report on the various tenders.	Within 2 (two) weeks from the date of receipt of tenders from the Institute.
6.	Submission of variation orders.	Within a fortnight from the date of receipt of Institute's approval of the variation. In the case of variation costing less than Rs. 25,000/- or the amount authorized, as the case may be, within one week from the date of issue of instructions by the Architects to the contractors.
7.	Other drawings, etc. if any.	Within a reasonable time for the smooth running of the work.

For any clarification please contact: -

**CMA Bhawan, Headquarters, 12, Sudder Street, Kolkata – 700016**

Landline No.: 033 22521031/1034/1035 (extn. 207)



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### CHECK LIST

Name of the Architect/Consultant/firm :

Address :

Contact Details :

(i) Phone No. :

(ii) Mobile No. :

(iii) Fax No. :

(iii) E-mail address :

Name of Work :-

- |    |  |                         |
|----|--|-------------------------|
| 1) | Application form.                      |                         |
| 2) | Annex –I (Duly filled in and signed)   | Submitted/Not Submitted |
| 3) | Annex –II (Duly filled in and signed)  | Submitted/Not Submitted |
| 4) | Annex– III (Duly filled in and signed) | Submitted/Not Submitted |
| 5) | Annex – IV (Duly filled in and signed) | Submitted/Not Submitted |

Enclosures:

Sl. No.	Particulars	Submitted	Checked	Verified	For ICAI's use only
1	Copy of Registration of Company/ Memorandum of Articles/Association of Articles/ Partnership Deed				
2	Institute Credit sanction letter, if any				
3	Income Tax Registration and latest Assessment order				
4	Sales /Projects Contract Tax Registration and latest Assessment Order				
5	GST Registration no. /Certificate				
6	Copies of Mandatory Registration Certificate with EPF/ESI.				
7	Balance Sheet and Profit & Loss Account for the last 3 years				
8	Copies of Empanelment and registration details with other Dep't/Organization				
9	Work Completion Certificates.				
10	Photographs of completed Projects				
11	Signature in Application and Annexes I; II; III; IV				
12	Architectural drawings				

Tick ✓ in the column under the head 'submitted'.