



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

TENDER

FOR

**ENGAGEMENT OF ARCHITECT FIRM HAVING INTERIOR DESIGNER
/INTERIOR DESIGNER FIRM FOR PROPOSED "RENOVATION &
FURNISHING WORKS AT HIMACHAL PRADESH BRANCH OF NIRC OF ICAI,
ICAI BHAWAN, FIRST FLOOR, SIDDHI VINAYAK APARTMENT, NEAR
PETROL PUMP VIKASNAGR, SHIMLA -171009"**

PART – I: TECHNICAL BID

Issued to:

M/s. _____

Address: _____

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

HEAD OFFICE : ICAI Bhawan, Indraprastha Marg, NewDelhi-110002.

BRANCH OFFICE : Himachal Pradesh, Branch of NIRC of ICAI, ICAI Bhawan
First Floor Siddhi Vinayak Apartment Near Petrol Pump
Vikas Nagar, Shimla -171009.

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TECHNICAL BID/OFFER

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SECTION – I

IMPORTANT INSTRUCTIONS

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

1. PROPOSED RENOVATION & FURNISHING WORKS AT HIMACHAL PRADESH, BRANCH OF NIRC OF ICAI, ICAI BHAWAN, FIRST FLOOR, SIDDHI VINAYAK APARTMENT, NEAR PETROL PUMP VIKAS NAGAR, SHIMLA -171009.
2. The application form, the eligibility criteria and the detailed time schedule is available in the “Tender/EOI” section on ICAI’s website **www.icai.org** & **www.himachalicaai.org**.
3. Intending applicants are required to submit their full biodata giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, in-house computer-aided design facilities etc. in the enclosed formats. Technical and Financial Bids must be submitted in separate sealed envelopes clearly mentioned as “**Technical Bid**” and “**Financial Bid**” and both the sealed envelopes to be put into another envelope and it should be superscripted as “**ENGAGEMENT OF ARCHITECT/ARCHITECT FIRM HAVING INTERIOR DESIGNER /INTERIOR DESIGNER FIRM FOR COMPREHENSIVE INTERIOR DESIGNING SERVICES FOR PROPOSED “ICAI BHAWAN, HIMACHAL PRADESH BRANCH OF NIRC OF ICAI, FIRST FLOOR, SIDDHI VINAYAK APARTMENT, NEAR PETROL PUMP VIKAS NAGAR, SHIMLA -171009”**”. The cost of renovation cum interior works is likely to be around Rs.80 Lakhs.
4. The duly filled in Forms in a sealed envelope shall be addressed to “**Chairman, Himachal Pradesh, Branch of NIRC of ICAI, ICAI BHAWAN, First Floor, Siddhi Vinayak Apartment, Near Petrol Pump Vikas Nagar, Shimla -171009**” so as to reach on or before **13:00 Hrs. up to 28/04/2023** in tender box kept at aforesaid address. The Schedule for opening of technical bids would be hosted on ICAI Website i.e. **www.icai.org** & **www.himachalicaai.org** under the Head of EOI/Tenders.
5. **Tender will be opened on 28.04.2023 at 14:00 hrs at Branch premises.**
6. The application fee is **Rs.1,000/- plus 18% GST** (non-refundable) in the form of Demand Draft in favor of “**Secretary, The Institute of Chartered Accountants of India**”, payable at New Delhi along with application form. Without application fee, the application will not be considered.
7. The ICAI reserves the right to reject any or all the applications without assigning any reasons whatsoever.
8. The amount quoted shall be inclusive of visit, transportation, stay, boarding/lodging and all other expenses etc.
9. The Bidder shall submit its Bid along with **EMD of Rs.10,000/-** in the form of Demand Draft drawn in favour of “**Secretary, The Institute of Chartered Accountants of India**”, payable at ICAI, Head Office, New Delhi. EMD is to be submitted by all bidders irrespective of their status/ registration as MSME.
10. The Bid not accompanied with EMD as aforesaid shall be rejected forthwith. EMD of the unsuccessful bidders will be returned within 60 days of opening of Financial Bids.

11. Return of EMD to Successful Bidder:

In case of successful bidder, the EMD may be returned to after Execution of Agreement with the appointed Architect Firm having Interior Designer /Interior Designer Firm, Completion of Stage-1 of Interior Design Services and receipt of written request.

12. The EMD may be forfeited:

- If the Bidder modifies its application price any time after submission of Bid and after being declared as successful bidder
- The bidder withdraws its/his offer during the period of tender validity.
- Of a non-acceptance of Letter of Intent by the successful Bidder.
- If the successful bidder refuses/fails to execute the Agreement.
- If the Bidder founds to be indulged in Canvassing in any form in connection with RFP/ tender.
- If the Bidder founds to be suppressing the information or furnishing wrong or incomplete information.
- If the successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP/ tender or puts any conditions subsequently.

13. The ICAI reserves the right to accept any or reject all the Bids without assigning any reasons whatsoever. No interest shall be paid on EMD.

14. Before submitting application, the Applicant is advised to visit Himachal Pradesh, Branch of NIRC of ICAI, ICAI BHAWAN, First Floor Siddhi Vinayak Apartment, Near Petrol Pump Vikas Nagar, Shimla -171009 (10.00AM to 5.00 PM on any working day) to see and assess the existing Condition along with Quantum and Nature of works to be executed.

15. The scale of fees payable for Comprehensive Interior Designing shall include all the works i.e. Interior Design services, site development, Graphic design & signage etc. and various approvals from concerned authorities, if any.

16. As time is the essence of the 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 Architect Firm having Interior Designer /Interior Designer Firm. Applicants shall enclose testimonials of having completed similar high value projects of rendering good quality Interior design services within time for major public sector undertakings/large industrial establishments or offices.

17. 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/Partnership Deed shall be furnished along with the application/proforma).

18. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the application.

19. 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.

20. Decision of the ICAI in regard to selection of the Architect Firm having Interior Designer /Interior Designer Firm shall be final. The ICAI is not bound to assign any reasons thereof.
21. Architect Firm having Interior Designer /Interior Designer Firms shall submit the Financial Offers/Bids along with application in a separate sealed envelope.
22. The fee shall be firm and fixed during the period of contract and no escalation or increase in fees of whatsoever degree or nature shall be allowed.
23. For any queries, the applicants may contact Himachal Pradesh, Branch of NIRC of ICAI at ICAI BHAWAN , First Floor Siddhi Vinayak Apartment, Near Petrol Pump Vikas Nagar, Shimla -171009 or **E-mail at himachal_pradesh@icai.org.**

SECTION - II

ELIGIBILITY CRITERIA

Applications are invited in the prescribed proforma from the firms of Architect Firm having Interior Designer /Interior Designer Firms and the applicant shall fulfill the following eligibility criteria:

1. The Architect Firm having Interior Designer /Interior Designer Firm should have 7 years' experience (up to 31st March 2022) in providing comprehensive Interior Designing & Renovation services for multi-storied Colleges/ schools/ Institutional/Office Building comprising planning, designing, submission of plans, including engaging the services of consultants for other connected trades.
2. Minimum experience of execution of Interior & Renovation works on minimum 1 (One) Educational/Institutional projects of the value of Rs.50,00,000/- or (Two) Educational/Institutional projects of the value of Rs.40,00,000/- or (Three) Educational/Institutional projects of the value of Rs.30,00,000/- during last 7 (Seven) years is compulsory to participate in this project.
3. The Architect Firm having Interior Designer/Interior Designer Firm should have minimum average annual turnover of Rs.10,00,000/- in the last 5 (Five) financial years. The bidder should not have incurred losses more than one year during the last 3 (Three) financial years. The last assessment year will be up to 31 March 2022.
4. The Architect Firm having Interior Designer/Interior Designer Firm should have proper supporting staff and Infrastructural facilities and experience in field for not less than 7 years.
5. The Architect Firm having Interior Designer/Interior Designer Firm should have its Head office at Himachal Pradesh or Chandigarh.

SECTION - III

SCHEDULE OF SCOPE OF WORK/SERVICES

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

SECTION - IV

SCHEDULE OF PAYMENTS

A. Interior Design Services

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

- Payment to the Architect Firm having Interior Designer /Interior Designer Firm would be made on stage-to-stage basis as herein above mentioned. The percentage of the total fee as given above would be calculated on the cost as per the estimates prepared by the Architect Firm having Interior Designer /Interior Designer Firm and approved by the ICAI/owner, till the tendered cost is known. As and when the tender cost is known, the payments made to the Architect Firm having Interior Designer/Interior Designer Firm based on estimates as aforesaid would be appropriately adjusted.
- Progressive bills not more than one bill per month will be submitted during any of the stages above clearly specifying the extent to which the work of the particular stage is completed.
- The ICAI will normally settle Architect Firm having Interior Designer /Interior Designer Firm bills within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final.
- For the purpose of evaluating Interior Design Services, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Architect Firm having Interior Designer/Interior Designer Firm has rendered services including soil investigation and site survey but shall exclude the cost of ICAI's site office, cost of land, fees paid to the Statutory Authorities and cost of ICAI's supervision and establishment charges. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.

- Obtaining statutory approvals (if any) is included in the fees quoted by bidder i.e. no separate Fees/Amount will be paid on this account.

“Project Cost” shall mean the cost of Renovation/Interior works without GST and all related works/ infrastructure for which design services have been rendered by the Interior Design taken as least of the following three:

- I. Detailed estimates of the works designed/given by the Architect Firm having Interior Designer/Interior Designer Firm and approved/sanctioned by ICAI.
- II. Tendered costs of the works designed by the Architect Firm having Interior Designer/Interior Designer Firm.
- III. The actual costs of the works executed on the site and designed by the Architect Firm having Interior Designer /Interior Designer Firm.

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

1. The cost of bought out items such as Compactors, Chairs, Library storage, Reading Room Tables, Cabin Tables, ACs, Projectors, Screen, TVs, water dispensers/Coolers etc., if no consultancy services have been taken from the firm.
2. Payment on account of arbitration award, if any, Institute’s administrative expenses.
3. Fees paid/payable by the Institute in terms of this Contract.

SECTION V

Information to Be Furnished By the Applicant/Bidder

1	Name, composition and registered office address	Details to be furnished in the prescribed Proforma (Format 1).
2.	Whether individual or a partnership firm with full particulars of the other partners including their names, professional qualifications, age, experience etc.	Attach a separate sheet.
3.	Names, qualification and experience of all technical personnel in the firm.	Details to be furnished in the prescribed Proforma (Format 2)
4.	Details of experience as practicing Architect Firm having Interior Designer /Interior Designer Firm.	Attach a separate sheet
5.	Important large projects executed during last 7 years by the firm together with approximate cost of individual project. The full address of the clients for whom the works have been executed.	Details to be furnished in the prescribed Proforma (Format 3).
6.	Name and address of the Banker(s).	Attach a separate sheet.
7.	Whether the firm is involved/has been involved at any time in any Litigations/ arbitrations pertaining to their professional commitments?	If yes, details to be furnished regarding nature of the complaint, year and outcome of the exercise.
8.	Financial standing	Copies of Turnover Certificate, Profit & Loss Certificate, balance sheet, Income Tax Return of the Architect Firm having Interior Designer /Interior Designer Firm duly certified by a Chartered Accountant should be enclosed in proof of their credit worthiness for the last Five consecutive financial years.

Name & Signature:

Full address & office seal:

Date:

Composition of the Firm

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

Signature, date and stamp of the Bidder
/Authorized representative

List of technical personnel

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

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

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

Signature, date and stamp of the applicant/
Authorized representative

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

- (B) Infrastructure available for handling the execution of work:

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

Signature, date and stamp of the Bidder/
Authorized representative

List of Important Projects Executed

List of Important Similar Projects Executed by the Organization During Last Seven Years

[Note: Separate sheet to be furnished for different projects viz. (a) Institutional Building, (b) Office Buildings, (c) Commercial buildings]

DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST SEVEN YEARS

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

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

Signature, date and stamp of the Bidder/
Authorized representative

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

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

Signature, date and stamp of the Bidder/
Authorized representative

ANNEXURE - I
Letter of Application
(On the original letter head of the Applicant)

Date:

To,

Secretary, ICAI,
The Institute of Chartered Accountants of India
ICAI Bhawan,
Indraprastha Marg,
New Delhi – 110002.

Subject: APPLICATION FOR APPOINTMENT OF ARCHITECT FIRM HAVING INTERIOR DESIGNER/INTERIOR DESIGNER FIRM FOR PROPOSED "RENOVATION & FURNISHING WORKS AT HIMACHAL PRADESH BRANCH OF NIRC OF ICAI, ICAI BHAWAN, FIRST FLOOR, SIDDHI VINAYAK APARTMENT, NEAR PETROL PUMP VIKASNAGR, SHIMLA -171009"

Dear Sir,

1. Being duly authorized to represent and act on behalf of(Hereinafter referred to as an `Applicant`) and having reviewed and fully understood all the information provided in the Tender document, I/We hereby submit my/our offer to you in accordance with the terms and conditions and within the time mentioned in the Tender documents at the rates quoted by me/us in the Financial Bid duly signed in a sealed cover as required along with Technical Bid for appointment of Architect Firm having Interior Designer /Interior Designer Firm for the above cited project.
2. We have enclosed herewith a Demand Drafts for amount of Rs. 1,180/- inclusive of GST against tender fee and Rs.10,000/- against EMD drawn on_____, "Secretary, The Institute of Chartered Accountants of India", payable at New Delhi. ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspect. This letter of application will also serve as authorization to any individual or authorized representative of any Institution referred to in the supporting information to provide such information as deemed necessary and as requested by ICAI to verify the statement and information provided in this application such as the resources, experience and competence of the applicant.
3. ICAI and its authorized representative may contact the following person for information:
Name : _____
Contact No. : _____
Email : _____
4. This application is made with full understanding that:
 - (a) Bid by applicants will be subject to the verification of all information submitted for appointment at the time of bidding.
 - (b) ICAI reserves the right to:

- amend the scope and in such event, bids will only be called from pre-qualified bidders who meet the revised requirements/criteria; and
- Reject or accept any application, cancel the appointment process and reject All applications at any stage. The undersigned declares that the statements made and information provided in the duly completed application along with the annexures, is complete, true and correct in every detail.

Signature:

Name:

(For and on behalf of _____)

Encl:

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

ANNEXURE II
LIST OF WORKS PROPOSED TO BE EXECUTED

S.NO	FLOOR LEVEL	PROPOSED WORK
1.	Multiple floors	<ul style="list-style-type: none"> • INSTALLATION OF MS GRILL ON EACH WINDOW. • INSTALLATION OF AWNING PROJECTIONS ON EACH WINDOW. • INSTALLATION OF ALL MOVABLE AND FIXED FURNITURE FIT-OUTS FOR THE CONFERENCE (STAGE, DICE, SOFA, CHAIRS, ALMIRAH ETC). • NEW PAINT FINISH ON ALL VERTICAL SURFACES OF THE HALL. • GRINDING AND POLISHING OF THE FLOORING AND STONE SKIRTING. • INSTALLATION OF FALSE CEILING & WALL PANELLING. • FIXING OF ALL ENTRY DOORS IN PLACE OF EXITING DOORS. • FIXING OF NEW TOILETS FIXTURES AND ITS WALL TILES. (ALL INTERNAL WATE SUPPLY& DRAINAGE PIPING ALSO INCLUDED). • INSTALLATION OF NEW GYPSUM OR BRICK PARTITIONS FOR THE ALLOCATION OF DIFFERENT SPACES, (AS PER DESIGN). • SUPPLY AND FIXING OF NEW ELECTRICITY FIXTURES. • SUPPLY AND FIXING OF NEW AIR CONDITIONERS WITH ALL ACCESSORIES. • INSTALLATION OF FIRE FIGHTING WORKS. • DISMANTLING OF THE EXISTING STRUCTURE AND RENOVATING AS PER BRANCH SPECIFICATIONS. • INSTALLATION OF GLASS PARTITIONS WHEREVER IT IS REQUIRED. • INSTALLATION OF PROJECTORS, SCREEN, TVs, WATER DISPENSERS, HEATERS, CCTV, EPBAX, LAN NETWORK ETC. • ELECTRICAL WIRING WORKS. • ANY OTHER WORKS AS PER REQUIREMENT.

ANNEXURE - III
Format of Agreement

This Agreement is made on this the day of 2023 at Shimla, Himachal Pradesh.

BETWEEN

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA, a statutory body set up by an Act of Parliament namely The Chartered Accountants Act, 1949, having its Head Office at, "ICAI Bhawan", P.O. Box No. 7100, Indraprastha Marg, New Delhi-110002", and Branch of NIRC of ICAI at "Himachal Pradesh, ICAI Bhawan First Floor Siddhi Vinayak Apartment Near Petrol Pump Vikas Nagar, Shimla -171009". (HEREINAFTER referred to as "ICAI") which expression shall, wherever the context so admits, mean and include its successors, assignees, etc. of the **ONE PART**

AND

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

The ICAI and the Architect Firm having Interior Designer /Interior Designer Firm are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS

1. The ICAI is absolute owner and in peaceful possession of an institutional building known as _____ (Hereinafter referred to as 'said building').
2. The Architect Firm having Interior Designer /Interior Designer Firm is having good experience in providing professional services.
3. The ICAI is willing to carry out ' _____ ' in the building (hereinafter called 'Project') and for the purpose desires to appoint the Architect Firm having Interior Designer /Interior Designer Firm for rendering Interior Designing and Allied service for the completion of the project (hereinafter referred to as the said 'work') and has called for applications for appointment of Architect Firm having Interior Designer /Interior Designer Firm for providing comprehensive Interior Design services in respect of the said project.
4. The Architect Firm having Interior Designer /Interior Designer Firm has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the Qualification documents provided by ICAI for engagement of Interior Design for providing comprehensive Interior Design services in respect of the said project or having any connection therewith, and has examined and considered all other matters, conditions and possible contingencies, and all the matters incidental thereto and has offered to execute said work.
5. ICAI accepted the offer of Architect Firm having Interior Designer /Interior Designer Firm

for executing the said work and conveyed its acceptance vide letter no_____,dated____, at the rate(s) stated in the Schedule – “A” annexed hereto upon the terms and subject to the conditions hereinafter appearing.

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

1. Scope of Work

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

2. SCALE OF CHARGES AND MODE OF PAYMENT

The ICAI shall pay to the Architect Firm having Interior Designer /Interior Designer Firm as remuneration for the services rendered by the Architect Firm having Interior Designer /Interior Designer Firm in relation to the said works and in particular for the services herein mentioned, a fee calculated at the rate of _____% **+GST**[____percentage only] of the actual cost of work without GST of the project.

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

- Payment to the Architect Firm having Interior Designer /Interior Designer Firm would be made on stage-to-stage basis as herein above mentioned. The percentage of the total fee as given above would be calculated on the cost as per the estimates prepared by the Architect Firm having Interior Designer /Interior Designer Firm and approved by the ICAI/owner, till the quotation/offered cost is known. As and when the quotation/offer cost is known, the payments made to the Architect Firm having Interior Designer /Interior Designer Firm based on estimates as aforesaid would be appropriately adjusted.
- The ICAI will settle Architect Firm having Interior Designer /Interior Designer Firm bills within three weeks. In so far as the extent of work related to particular stage is concerned, the decision of the ICAI shall be final.
- For the purpose of evaluating Interior Design Services, the cost of the works shall include the final cost including variations of all the works and materials purchased for which the Architect Firm having Interior Designer /Interior Designer Firm has rendered services. No deduction will be made in contract sums for imposed liquidated damages and part rates and other sums withheld or recovered from payments to contractors, specialist agencies and suppliers by the ICAI.s

3. REIMBURSABLE EXPENSES:

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

4. RETENTION MONEY

The Interior Designer has agreed that an amount equal to 10% of the running account bill will be deducted from each progressive bill as per schedule of payment given at Clause 2 herein above for performance of its obligation in respect of the contract. The amount so deducted shall be refunded to the Interior Designer after the successful completion of the work along with final bill payment.

5. ICAI'S RESPONSIBILITIES

The following shall be the responsibilities of the ICAI:

- 5.1 To provide detailed requirements of the project.
- 5.2 To provide a correct site plan (if any) to suitable scale.
- 5.3 To pay the fees of the Architect Firm having Interior Designer /Interior Designer Firm within Three weeks of submission of bills.

6. ROLE AND RESPONSIBILITIES OF ARCHITECT FIRM HAVING INTERIOR DESIGNER /INTERIOR DESIGNER FIRM

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

The Architect Firm having Interior Designer/Interior Designer Firm shall supply three (3Nos.) sets of drawings and documents free of cost (in soft as well as Hard copies) as required by ICAI.

7. SCHEDULE OF COMPLETION OF WORK

The Architect Firm having Interior Designer /Interior Designer Firm shall complete the works as detailed in this Agreement as per the following schedule:

S.No.	Mode of Payment		Time in days
1	Stage 1	Designs and submission of Detailed Estimates	14 days within receipt of advance
2	Stage 2	Submission of BOQ & Tender	14 days within approval of design
3	Stage 3	Evaluation of received bids of contractors	7 days from the date of opening.
4	Stage 4	Completion of works	45 days from start date of execution of works after giving LOI/Agreement to the Contractor.
5	Stage 5	Verification of Bills of all the Vendors	7 days within the date of receipt of bill.
6	Stage 6	Submission of As Built Drawings etc.	Along with certification of final bill of the contractor.

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

8. COSTS

The cost of renovation cum interior works is likely to be around Rs._____Lakhs.

9. USE OF ARCHITECT FIRM HAVING INTERIOR DESIGNER /INTERIOR DESIGNER FIRM'S DRAWINGS, SPECIFICATIONS & OTHE RDOCUMENTS

If the Architect Firm having Interior Designer /Interior Designer Firm abandons the work in whole or in part or becomes incapacitated from acting as the Architect Firm having Interior Designer /Interior Designer Firm as aforesaid, the ICAI shall have the right to use all or any drawings and designs prepared by the Architect Firm having Interior Designer /Interior Designer Firm.

10. RETENTION MONEY

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

11. COPYRIGHT

Copyright of all drawings and designs prepared by the Architect Firm having Interior Designer /Interior Designer Firm for the project will rest with the ICAI.

12. ALTERNATION IN SCOPE OF WORK AND ANY CHANGE THEREIN

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

13. LIQUIDATED DAMAGES

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

14. INDEMNITY

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

15. RESERVATION CLAUSE

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

16. TERM

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

17. TERMINATION

- (i) Either party has liberty to terminate the Agreement by giving Two months prior notice of termination to the other without assigning any reason.
- (ii) In case the work done by the Architect Firm having Interior Designer /Interior Designer Firm is found not to be satisfactory, ICAI reserves the right to terminate the agreement by giving one-month prior notice to the Interior Design. The Architect Firm having Interior Designer /Interior Designer Firm shall maintain good quality to avoid such occurrence.
- (iii) Even after the termination of its engagement, the Architect Firm having Interior Designer /Interior Designer Firm shall remain liable and be responsible for due certification/approval of any bills submitted by the Contractors at any time, in respect of the work, executed before the termination of the Architect Firm having Interior Designer /Interior Designer Firm's appointment; but shall not be entitled to additional remuneration therefor. If the Architect Firm having Interior Designer /Interior Designer Firm closes its business or die or become incapacitated from acting as such Architect Firm having Interior Designer /Interior Designer Firm, the Agreement shall stand terminated. If the Architect Firm having Interior Designer /Interior Designer Firm fails to adhere to the time Schedule stipulated herein or the extended time which may be granted by the ICAI in its sole discretion, or in case there

is any change in the constitution of the firm of the Architect Firm having Interior Designer /Interior Designer Firm for any reason whatsoever, the ICAI shall be entitled to terminate this agreement and entrust the work to some other Architect Firm having Interior Designer /Interior Designer Firm.

18. ARBITRATION

That in the event of any question, dispute or differences arising out or in connection with any of the terms and conditions of the Agreement, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed by the President, ICAI. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Shimla, Himachal Pradesh and the language of the arbitration proceeding shall be in English. The arbitral award shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons therefor.

19. JURISDICTION

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

20. FORCE MAJEURE

That the obligations of the Architect Firm having Interior Designer /Interior Designer Firm shall be subject to 'Force Majeure'. For the purpose of this clause, 'Force Majeure' means an event beyond the control of the Architect Firm having Interior Designer /Interior Designer Firm and not involving the Architect Firm having Interior Designer /Interior Designer Firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to civil disturbance, riots, earthquakes, tempest and flood.

If a Force Majeure situation arises, the Architect Firm having Interior Designer /Interior Designer Firm shall promptly notify ICAI in writing of such conditions and the cause thereof. Unless otherwise directed by ICAI in writing, the Architect Firm having Interior Designer /Interior Designer Firm shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In case the performance of any obligations under the Agreement is prevented or delayed beyond 15 days due to any Force Majeure event, the ICAI shall have the option to terminate the Agreement.

21. ASSIGNMENT

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

22. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the two parties concerned. Any previous written or oral agreement except the Tender documents relating to this subject matter is hereby superseded and cancelled. No representation, guarantee,

modification or agreement shall affect this Agreement unless made in writing and executed with the same formalities.

23. NOTICE

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

The designated correspondence addresses of the Parties are:

For ICAI:

For Architect Firm having Interior Designer /Interior Designer Firm:

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

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

ITS DULY AUTHORISED OFFICIAL
IN THE PRESENCE OF

1)

SIGNED AND
DELIVERED BY
THE WITHIN
NAMED
M/S. _____
ITS & DULY AUTHORISED
OFFICIAL IN THE
PRESENCE OF 1)

Part -II
FINANCIAL BID
(On the Letterhead of the Bidder)

The Applicant is required to submit the financial bid in the following format. The rates quoted by the applicant shall be excluding of GST as applicable.

S. No.	Particulars	Fees in % of Project cost/Actual Work Done without GST
1.	Interior Design Services including supervision of its execution (excluding amount of GST as applicable)	
	Total	

Name:

Date:

Sign:

Address with Phone No and E Mail ID:

Stamp: