



**THE INSTITUTE OF
COST ACCOUNTANTS OF INDIA**

Western India Regional Council

(STATUTORY BODY UNDER AN ACT OF PARLIAMENT)

Rohit Chambers, 4th Floor, Janmabhoomi Marg, Fort, Mumbai – 400 001

Phone: 022-2204340 / 220-43416 / 228-41138

Email : wirc.admin@icmai.in / wirc@icmai.in, Website : www.icmaiwirc.in

Ref: WIRC/CIVIL/09/2023-24

25th September, 2023

**Expression of Interest
for
Architect Consultant
for
Interior Renovation and allied Works
at
The Institute of Cost Accountants of India

Western India Regional Council (WIRC)**



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Ref. No.: WIRC/CIVIL/09/2023-24

Date: 25.09.2023

NOTICE INVITING TENDER

- **Notice for an Expression of Interest for appointment of a qualified individual/Firm of Civil Engineer(s) or Architect(s) for various interior renovation and allied works of the Institutional building of WIRC of the Institute of Cost Accountants of India.**

Back Ground of the Institute

The Institute of Cost Accountants of India (erstwhile The Institute of Cost and Works Accountants of India) was first established in 1944 as a registered company under the Companies Act with the objects of promoting, regulating and developing the profession of Cost Accountancy.

On 28th May, 1959, the Institute was established by a special act of Parliament, namely, the Cost and Works Accountants Act, 1959 as a statutory professional body for the regulation of the profession of cost and management accountancy.

It has since been continuously contributing to the growth of the industrial and economic climate of the country.

The Institute of Cost Accountants of India is the only recognized statutory professional organization and licensing body in India specializing exclusively in Cost and Management Accountancy.

A Cost Accountant is a person who offers to perform or perform services involving the costing or pricing of goods and services or the preparation, verification or certification of cost accounting and related statements.

The Head Office is situated at 12, Sudder Street, Kolkata 700016 and operates through four regional councils are Kolkata, Chennai, Delhi and Mumbai as well as through a number of chapters situated in India and abroad.

A brief about the Project

The Institute of Cost Accountants of India, Western India Regional Council (WIRC) invites Expression of Interest from Architectural Consultancy firms / Individuals for Providing Architectural Consultancy Services for various interior renovation and allied works of WIRC premises located at The Institute of Cost Accountants of India – Western India Regional Council, Rohit Chambers, 4th Floor, Janmabhoomi Marg, Fort, Mumbai – 400 001.

Interested Architectural Consultancy firms / Individuals fulfilling required qualifying criteria are hereby invited to submit Technical and Financial Bids for providing Consultancy Services (Civil) required for Leakage treatment, damp proofing and interior renovation & allied works of WIRC premises located at **The Institute of Cost Accountants of India – Western India Regional Council, “CMA BHAWAN”, Rohit Chambers, 4th Floor, Janmabhoomi Marg, Fort, Mumbai – 400 001.**

- **Hosting of the Tender Document**

The tender document for appointment of a qualified individual/Firm of Civil Engineer(s) or Architect(s) for various interior renovation and allied works of the Institutional building of WIRC of the Institute of Cost Accountants of India with all its terms & condition will be available in the website of the Institute www.icmai.in in **TENDER SECTION**.



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• Eligibility Criteria:

The Eligibility Criteria are specified in **FORMAT – I**. The Architects - Consultancy firms / Individuals satisfying the prescribed eligibility criteria shall only become eligible to bid the Assignment. Documents in support of qualification / experience have to be submitted along with the Bid.

❖ **Scope, Roles and Responsibilities** of Consultant are given in detail in **FORMAT –II**.

❖ **Approved Project Cost of Renovation Work** : **Rs.25.00 Lakh (approx.)**

❖ **Duration of Work** : **Two months.**

• Submission of Bids

The Proposal shall be in two parts i.e., **Technical Bid (FORMAT- III) in Cover A and Financial Bid (FORMAT-IV) in Cover B shall be submitted in two separate wax sealed envelopes (with respective marking in bold letters). Both the sealed envelopes Cover-A and Cover-B should again be placed in a Cover- C and the same shall be sealed with wax** and submitted in the office of the WIRC between 11.00 hours to 17.00 hours by **16th October, 2023** (21 days from the date of notification of tender 15th October,2023 being Sunday). All papers should be should be signed by the firm/ individual with stamp on each page.

- The proposal shall be in two parts. Technical Bid (Format-III with list of document as mentioned in page no.9) in cover-A and Financial Bid (Format-IV) in cover - B shall be submitted in two separate wax sealed envelopes with respective marking in bold letters in the Formats.
- Both the sealed envelopes Cover-A and Cover-B shall again be placed in a Cover-C and the same shall be sealed with wax and dropped in the Tender Box available in "**The Institute of Cost Accountants of India, Western India Regional Council**", "CMA BHAWAN", Rohit Chambers, 4th Floor, Janmabhoomi Marg, Fort, Mumbai – 400 001 on or before **16th October, 2023 within 4.00 p.m.** (21 days from the date of notification of tender).
- The documents as mentioned below shall be furnished along with the technical bid.
- The Formats I, II, III and IV duly signed by the firm with stamp shall be furnished in Cover A.
- Pre-bid meeting will be held on 10th October,2023 at 3.00 P.M. at **The Institute of Cost Accountants of India, Western India Regional Council**", "CMA BHAWAN", Rohit Chambers, 4th Floor, Janmabhoomi Marg, Fort, Mumbai – 400 001.

• **OPENING OF BIDS**

The Cover "A" containing Technical Bid will be opened by the Tender Committee of WIRC office of the Institute at **3.00 pm on 17th October,2023** in presence of all bidders whoever participated in bidding or their authorized representatives having brought proper letter of authorization to participate in the bid opening event.

• Technical Bid & Tender Evaluation

The Technical Proposals will be allotted weightage of 70% while the Financial Proposals will be allotted weightage of 30%. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both Technical and Financial, shall be obtained by weighing the Quality (Technical) and Cost (Financial) Scores and adding them up. On the basis of the combined weighted score for Technical and Financial, the Consultant shall be ranked in terms of total score obtained. The Proposal obtaining the highest total combined score in evaluation of Quality and Cost will be ranked as L-1 followed by the proposals securing lesser marks as L-2, L-3 etc. The Proposal securing the highest combined marks and ranked L-1 will be awarded the Contract. Please refer **Format –III**.



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• IMPORTANT INSTRUCTIONS FOR APPLICANTS

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

1. Proposed Renovation works of office premise of the WIRC of the Institute at CMA BHAWAN”, Rohit Chambers, 4th Floor, Janmabhoomi Marg, Fort, Mumbai – 400 001. Hereinafter WIRC of the Institute to be referred as ICMAI.
2. The application form, the eligibility criteria and the detailed time schedule is available in the “Tender” section on ICMAI’s web site www.icmai.in
3. Intending applicants are required to submit in duplicate their full bio-data giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, in-house computer-aided design facilities, etc. in the enclosed Formats.
4. To promote wider participation and ease of bidding, no application fee is levied for tender documents to be submitted.
5. The ICMAI reserves the right to accept or reject any or all the applications without assigning any reasons whatsoever.
6. As time is the essence of a contract, the ability and competence of the applicants to render required services within the specified time frame will be a major factor while deciding the selection of the Architects.
7. The application shall be signed by the person(s) on behalf of the organization having necessary Authorization/ Power of Attorney to do so. Each page of the application shall be signed (copy of Power of Attorney/ Memorandum of Association shall be furnished along with the application/ pro-forma).
8. If the space in the pro-forma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the pro-forma and serial number. Separate sheets shall be used for each part of the application.
9. Both the forms of applications (original and duplicate copy) shall contain copies of all the enclosures separately. In case of discrepancy between original & duplicate, the contents of the original shall be treated as correct. The application forms issued by the ICMAI/ downloaded from the website only shall be used for signature.
10. The scale of fees payable for Comprehensive Architectural services shall include all the works, i.e., architectural services including PMC, Interior Architecture, Renovation works, Graphic design & Signage etc.
11. The Architect shall visit the site as and when required to inspect and render necessary advice for the ongoing works as well as before submission of the Tender. The fee payable to architect shall include charges for the visit to the site of the Project and / or for any meetings at WIRC office of the Institute/Offices of ICMAI, all travelling expenses, lodging and boarding expenses, local travel / transport charges up to the extent of minimum four visits per month, as and when required by at least two experts / professionals / architects.
12. Applications containing false and/or incomplete information are liable for rejection. The ICMAI shall obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials.
13. Decision of the ICMAI in regard to selection of the Architect shall be final. The ICMAI is not bound to assign any reasons therefore.



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14. Pre-qualified Architects through Technical evaluation will be considered for commercial offers/bids for the proposed office building renovation work as per this EOI. Selection of Architect for the project will be based on the evaluation criteria fixed by the ICMAI.
15. For any queries, the applicants may contact with Mr. D.Vanjari, Convener of the Tender Committee of WIRC of the Institute, Contact No. 9892185588 or e-mail wirc.admin@icmai.in or wirc@icmai.in.
16. **Penalty for Delay**

For any delay in completing the tasks beyond the stipulated period of completion of the project by the consultant, a penalty of Rs. 500/- per day shall be levied.

17. Terms of Payment

Sl. No.	Stage of Payment		(%) of Total Fees Payable
1	Stage 1	On approval of Designs	15 % of the total Fee
2	Stage 2	On preparation and finalisation of 2-bid tender document for inviting bids from the Contractor	35 % of total fees payable less payment made in stage 1.
3	Stage 3	On Technical Evaluation of the bids received from contracts and on submission of your report duly recommended	50% of total fees payable less payment made in stage 1 & 2.
4	Stage 4	Supervision, monitoring of work and certification of RA bills of the contractor	a) 1st RA Bill: 60% of total fees payable less payment made in stage 1, 2 & 3. b) 2nd RA Bill: 75% of total fees payable less payment made in stage 1, 2, 3 & 4(a). c) Final bill : 95% of total fees payable less payment made in stage 1, 2, 3, 4(a) & 4(b).
5	Stage 5	After defect liability period of the Contract period of the Civil contractor	100% total fees payable less payment made in stage 1 to 4.

18. Variation of Quoted Price

- i. The payment shall be made to the Consultant initially based on the estimated cost of works on percentage basis. This will be adjusted (+/-) based on awarded value of work. The final payment will be again adjusted based on completed value of building without any escalation.
- ii. The Consultant shall be paid only the amount adjusted as per the payment terms as mentioned above.
- iii. The rates quoted by the Consultant shall be final and remain fixed till completion of the work. Any description / elaboration of item of work not included in the scope of work or in describing the BOQ item shall not be a ground for any extra payment. The Consultant should note this aspect and quote their rate accordingly. Payment shall strictly be made as per the terms and beyond that nothing extra shall be paid except GST.



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- iv. The rates quoted shall also be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and Local Bodies. However, any statutory variation in and/or fresh imposition of such levies/taxes relevant to this contract shall be paid on actual basis by WIRC of the Institute after submission of documentary proof by the consultant and verification of the same by WIRC of the Institute.
- v. No price variation will be admissible.

19. Contract Agreement

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

20. Termination of Contract

Conditions leading to Termination of Contract:

If the Consultant:

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



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specified in such notice.

21. Earnest Money Deposit and Security Deposit

EMD of Rs. 10,000/- in form of bank demand draft, in favour of “**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA-Western India Regional Council**” payable at Mumbai to be submitted with the technical bid.

The consultant must furnish the Earnest Money as specified, failing which the EOI shall be rejected.

No interest shall be paid on Earnest Money Deposit.

Forfeiture of Earnest Money: If any bidder back out after opening of bid, their EMD should be forfeited, with right of management for any other disciplinary action against the party.

Earnest money of unsuccessful bidders should be refunded as promptly as possible.

Earnest Money of the successful Consultant shall be dealt as under:

The Earnest Money after acceptance of the EOI shall be converted in Retention Money. EMD converted into retention money shall be retained till 12 months beyond the completion of this work.

No EMD will be applicable for the MSME Parties participating in the Tender by producing their valid Certificate issued by MSME Dept. of the Govt. of India.

Bid Security

Successful bidder who will be awarded the contract have to deposit Rs. 15,000/- as Bid Security payable in favour of “**The Institute of Cost Accountants of India-Western India Regional Council**” by way of account payee demand draft payable at Mumbai or by way of submission of a Bank Guarantee as per the specimen format given in Annexure-II.

The bid security would be payable by the selected consultant firm on receipt of the ‘work order’ from the Institute.

The bid security and the EMD amount would be returned to the consultant firm, without interest thereon, only on completion the defect liability period of the project.

22. 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 mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The Seat of Arbitration shall be held at Mumbai 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.

23. 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 Mumbai.



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FORMAT – I

Eligibility Criteria

- a) A Civil Engineer preferably a Chartered Engineer having minimum professional qualification of B.E./B.Tech (Civil) or B. Architecture with minimum working experience of 15 years in relevant field along with 2 diploma engineers having minimum 1 years of experience in the relevant field of work.
- b) Preferably 10 years working experience in Civil Work of Government /Semi Government Sector.
- c) Experience in drafting two Bid Tender Forms and Agreement with Contractor.
- d) Credential of minimum 15 lakhs in Government / Semi Government/ Private Sector in a single project
- e) Thorough knowledge in Water Proofing of floors and inside walls, Sanitary & Plumbing works and interior furnishing works.

FORMAT – II

Scope, Roles and Responsibilities of Consultant

- a) To prepare interior & exterior drawings of the existing building, Tender Specification & BOQ in consultation with the Tender Committee for floating of tender for inviting quotes from qualified and experienced Civil Contractor for the renovation work of WIRC of the Institute.
- b) To provide technical Guidance to the Tender Committee of WIRC of the Institute on Renovation Work in preparation of the bidding document for selection of the Civil Contractor.
- c) To work with the selected Civil Contractor through the tendering process as an Architect Consultant for execution of the renovation work up to its completion.
- d) To confirm that the Contractor is following the Terms and Conditions of the Contract and that the work adheres to the agreed upon specifications as per the Work Order issued.
- e) To make on-site supervision and review of the progress of work on the given time frame as mentioned in the work order of the Civil Contractor.
- f) To guide the Civil Contractor on the Quality and Standard mix of Material as per CPWD Schedule to be specified in their work order.
- g) If case of arising any dispute in course of execution of the renovation work between the Client [WIRC of the Institute] and the Civil Contractor, the Architect-Consultant need to act as a mediator to resolve the issue for smooth conduct of the work.
- h) To check & verify the Running Bill(s) of the Civil Contractor in regard to the quantity worked with the measurement book to be maintained by the Architect Consultant while certifying the bill in order to release of payment to the Contractor.



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FORMAT – III

Technical Bid

(To be submitted with Technical Bid Cover-A)

BIO DATA of Architect Consultant

Sl. No.	Particulars	Information to be provided
1	Name of the person / Firm / Company (Proprietorship) / Firm or Company*	
2	Designation /Position of the Key Person [Firm or Company]	
3	Contact no. and Mail ID	
4	Associated in his Profession as Chartered Engineer since [Proprietor]	
5	Date of Incorporation [Firm or Company] / Date of birth [Proprietorship]	
6	No. of Chartered Engineer in case of Firm/Company	
7	Professional Qualification	
8	Professional Experience – detailing as per Eligibility Criteria	

Signature & Seal



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❖ LIST OF DOCUMENTS TO BE ATTACHED WITH EOI

(To be submitted with Technical Bid Cover-A)

1. Firm / Organization Information:
 - (a) Firms Legal Entity and Name
 - (b) Type of Organization (Individual/Partnership/Private Ltd./Limited/Corporation/Others (Enclose copy of Memorandum and Article of Association/Partnership Deed, if applicable])
 - (c) Incorporation/Registration Certificate
 - (d) Date of Incorporation/Registration
 - (e) Incorporation Document or Registration Number (enclose copy of Registration Document)
2. Annual Turnover during each of the last three years certified by a practising Chartered Accountant with copy of ITR filing acknowledgement documents [last 3 financial years i.e. 2020-21,2021-22 & 2022-23].
3. Partnership Deed/Memorandum and Articles of Association of the firm and their details.
4. Copy of PAN Card & GST Registration Certificate.
5. Trade License (if any).
6. Original Power of Attorney of the person signing the EOI documents or photocopy duly attested by Notary Public.
7. Details of similar works completed in the last 5 years as per Format - III.
8. Performance Bank Guarantee Certificate as per Annexure- I.
9. Details of On-going Works.

Note: Tendering firms which fails to satisfy the basic qualification criteria as per the technical bid will not be considered for opening of Price Bid and the tender will be retained with the Mumbai Chapter of the Institute.



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FORMAT – IV

Technical Bid Evaluation

(To be submitted with Technical Bid Cover-A)

Technical Parameter	Maximum Marks
Experience of the Individual/Firm/Company:	
Up to 5 years - 5 marks	
More than 5 years to 10 years - 8 marks	
More than 10 years to 15 years - 10 marks	
More than 15 years to 20 years - 15 marks	
More than 20 years and above - 20 marks	20
Maximum Value of Completed Single Project Cost of any civil Architecture /Renovation work	
Works handled: up to Rs. 15.00 lakh - 10 marks	
Up to Rs. 20.00 lakh - 20 marks	
Over & above Rs. 20.00 lakh - 25 marks	25
Having Local Office at Mumbai:	
Registered Office - 15 marks	15
Branch Office - 10 marks	
No Office - No marks	
Experience in Water Proofing of Floors and Walls	10
3 years' experience in Drafting of minimum of 2 Nos. Tender Document and Agreement for Civil Construction / Renovation works	10
Execution of Civil Projects having order value in a Single Project in Govt./Semi Govt. Office/ PSU / Corporates	20
Upto Rs.15.00 lakh - 5 marks	
From Rs.15.01 lakh to Rs.25.00 lakh - 8 marks	
From Rs.25.01 lakh to Rs.35.00 lakh - 10 marks	
From Rs.35.01 lakh to Rs.45.00 lakh - 15 marks	
More than Rs. 45.00 lakhs - 20 marks	
Total Marks	100



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Tender Evaluation System and Procedure:

The Consultant firm securing minimum 70 marks out of 100 marks as fixed for qualification in "Technical Evaluation" will be considered eligible. However, for the purpose of opening of financial bid there will be a short listing of qualifying firms to at least three or any number deemed suitable by the Institute's authority.

The financial bids of the technically qualified bidders will be opened in a week time which will be intimated to all the qualified bidders. The first lowest (L1) will be assigned 70 points (i.e., the highest points allocated to price bid), and the other bidders will be assigned marks on pro-rata /percentile basis.

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

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

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

Total Marks will be calculated as under:

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

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

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



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AWARD OF CONTRACT

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

The Convener, Tender Committee, WIRC of the Institute may reject any / all of the bids received without assigning any reasons whatsoever.

Validity period of Bid and of Agreement:

- 90 days shall be the validity period of bid from the date of opening of the technical bid.
- 12 months shall be the validity period of agreement from the date of concluding agreement.
- On award of the contract, the firm will be expected to take up/commence the assignment within 5 days of time.

From



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FORMAT-V

COVERING LETTER FOR BID SUBMISSION

To

Date:

The Convenor
Tender Committee,
The Institute of Cost Accountants of India,
Western India Regional Council,
Rohit Chambers, 4th Floor, Janmabhoomi Marg,
Fort, Mumbai – 400 001

Sub: Architectural and Engineering Consultancy Services- for the Renovation of Mumbai Chapter of ICMAI for The Institute of Cost Accountants of India, Mumbai Chapter at Mumbai. Tender Submission –Reg:

Ref: Notice No.: WIRC/CIVIL/09/2023-24 dated 25.09.2023

I / We _____Consultant /Consultancy firm / organization herewith enclose technical and financial bids of my/ our firm as Architectural and Engineering Consultant for the Construction of Office Complex at _____.

Yours faithfully,

Signature

Full Name

Rubber Stamp

Address with Contact No:



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FORMAT – VI

Financial Bid

(To be submitted with Financial Bid Cover-B)

I/We have understood the prequalification criteria, scope of the services to be offered, the Terms and Conditions for the Appointment to be rendered by Architect Consultant, specified by the Institute of Cost Accountants of India, Mumbai Chapter and we will abide by the same in case our Proposal is accepted.

Accordingly, I/We now quote a total Professional Fee at

Fee in Figures: Rs.....which is.....% of the Estimated Project Cost of Rs.25.00 lakh.

Fee in words: Rupees.....)

Plus, GST as applicable [mention the GST Rate _____].

I/We agree that the Income Tax (i.e., T.D.S. U/s 194J) as applicable to statutory authorities may be deducted from the above quoted Fees. I/We fully understand that the Institute of Cost Accountants of India, WIRC is not bound to accept the lowest or any offer.

Signature:



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ANNEXURE - I

PERFORMANCE BANK GUARANTEE

(UNCONDITIONAL)

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To

The Institute of Cost Accountants of India

Name and Address of Project

[Acting through (Project in-Charge) and Address of the Project]

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

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

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of (amount of Guarantee) [amount in words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without argument, any sum or sums within the limits of (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified there in. We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

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

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

Signature and Seal of the Guarantor

Name of Bank :

Address :

Date :



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Annexure – II

SPECIMEN COPY OF AGREEMENT

(To be executed on Rs.200/- stamp papers)

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AGREEMENT

THIS AGREEMENT made on _____ day of _____ (month/year)

Between,

The Institute of Cost Accountants of India,
Western India Regional Council,
Rohit Chambers, 4th Floor, Janmabhoomi Marg,
Fort, Mumbai – 400 001

(hereinafter called as Mumbai Chapter

&

(Name and Address of the Architect-Consultant)

(hereinafter called "the Architect-Consultant") of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) Letter of Acceptance of EOI
 - (b) Letter of Acceptance of Work Order



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- (c) Notice Inviting EOI
- (d) Instructions to Consultants
- (e) Forms of Bids
- (f) Conditions of Contract
- (g) Bill of Quantities

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3. In consideration of the payments to be made by the Mumbai Chapter, ICMAI to the Consultant as hereinafter mentioned, the Architect-Consultant hereby covenants with the Mumbai Chapter, ICMAI to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Mumbai Chapter, ICMAI hereby covenants to pay the Architect-Consultant in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. **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.
 - 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.



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- 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.
6. **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 ICMAI.
7. **Delays, Responsibility & Recoveries from fees:**
- a) 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.
- b) 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.
- c) 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 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



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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.

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

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(Name, Designation and Address
Authorized signatory)

(Name, Designation and Address of the
of the Authorized signatory)

Signed for and on behalf of the
the presence of:

Signed for and on behalf of the Consultant in
Mumbai Chapter, ICMAI in
the presence of:

Witness:

1.

2.

Witness:

1.

2.