

Tender Documents for Project Management Consultancy



INDIAN INSTITUTE OF MANAGEMENT MUMBAI

INVITES

Expression of Interest Cum Request for Proposal

FOR

Providing Project Management Consultancy Services for Upcoming Infrastructure Works (Consisting of Demolition of Existing Structures, Construction of New Structures including Civil, Structural, Plumbing, Sewerage, Fire-fighting & Fire Protection, Internal & External Electrifications, Air-Conditioning, Lift and Escalators, Roads and Storm Water Drainage System, External Area Development, Horticulture & all other Works required for total completion) etc. in Phase-1 for INDIAN INSTITUTE OF MANAGEMENT MUMBAI, Vihar Lake Road, P.O. IIM Mumbai, Powai, Mumbai 400087

Indian Institute of Management, Mumbai

Vihar Lake Road, Powai, Mumbai (MH), Pin- 400 087

**INDIAN INSTITUTE OF MANAGEMENT MUMBAI
LETTER INVITING OFFER**

IIMM/IPS/RFP-PMC/2024/01

Date:20.04.2024

M/s.

Reputed Central Govt. / State Govt. Public Sector Undertaking

Dear Madam/Sir,

Proposals are invited from the Reputed **Central Govt. / State Govt. Public sector Undertaking** in the enclosed prescribed form by INDIAN INSTITUTE OF MANAGEMENT MUMBAI (IIM MUMBAI) for Phase -1 of the work of **“Providing Project Management Consultancy Services for upcoming Infrastructure works (consisting of Demolition of existing structures, Construction of new structures including Civil, structural, plumbing, sewerage, Fire-fighting & Fire protection works, Internal & External Electrical works, Air-conditioning, Lift and Escalators, Roads and storm water drainage system, External Area Development, Horticulture & all other works required for total completion etc. in Phase-1”** for INDIAN INSTITUTE OF MANAGEMENT MUMBAI, Powai, Mumbai 40007.

1. Estimated cost of construction of work on which consultancy is required: Approx. Rs 300 Crores (in phase-1)
2. Completion time: 4 months (detailed engineering) + 24 months' construction =28 months (Each phase)
3. Performance guarantee: 5% (five percentage) of total consultancy fees quoted.
4. Single Bid Documents Technical bid consisting of set of terms and conditions of and Financial Bid complied with by the Consultant are to be downloaded from IIM Mumbai website (Please refer bid data sheet) <https://iimmumbai.ac.in/tenders> (15.04.2024 to 05.05.2024)
5. **COST OF TENDER DOCUMENTS: (non-refundable) shall be Rs. 5,000/- (Rupees Five Thousand only) to be paid** in the form of Demand Draft drawn in favour of IIM Mumbai, payable at Mumbai to be submitted in a separate cover at the time of submission of Tender documents. Application without fee shall not be considered.
6. **Pre-bid conference shall be held in the Mini Conference room, Administrative Building, First Floor, IIM Mumbai, Vihar Lake Road, Powai, Mumbai 400 087** to clear the doubt of intending tenderers if any. (Please refer bid data sheet)
7. The bids shall be accompanied with EMD of Rs.15,00,000/- (Rupees Fifteen Lakhs only) Payable by Demand Draft/Bank Guarantee.
 1. EMD shall be refunded after the selection process is over.
 2. Normally in case of unsuccessful bidders it gets refunded on or before the 30th day after the award of the contract.

3. The EMD deposited along with bid by the successful bidder shall be returned after receiving the requisite performance guarantee.
4. EMD may be forfeited
 - a) if any bidder withdraws or modify their Bids during the period of validity, or
 - b) if the successful bidder after being awarded the contract, fail to sign the contract, or to submit a performance Guarantee before the deadline defined in the NIT or as per the instruction of IIM Mumbai, whichever is later. In this case the action of forfeiture shall be undertaken without any notice. Also, the bidder shall not be allowed to participate in the re-tendering process of the services. Along with the aforesaid, they will be suspended for the period of two years from being eligible to submit Bids for contracts with the IIM Mumbai.

The bids will be received upto (Please refer bid data sheet) at the following address:

CPSC Office

IRC Building, 2nd Floor

Indian Institute of Management Mumbai - 400087

Email : cpsc@iimmumbai.ac.in

Phone no. 28573371

The bids shall be opened in the presence of the Institute Committee on the same day at 3.30 PM in Mini Conference room, Administrative Building, First Floor, IIM Mumbai. (Please refer bid data sheet)

In the event of any agency receiving the Consultancy Contract, it will have to submit Performance Guarantee @5% (five percentage) of Consultancy Contract value as stipulated in the tender conditions.

The Institute does not bind itself to accept the lowest quoted proposal and reserves the right to accept or reject any or all proposals received without assigning any reason. The proposals, which are incomplete and have not addressed or fulfilled the requirements specified in tender Document, are liable for rejection.

Yours is one of the recognized agencies of Govt. of India engaged in similar works and hence you are invited for participation for selection. You will please inform us by facsimile/speed post:

- (i) Your receipt of this Letter Inviting Offer.
- (ii) Whether or not you will submit a proposal. Thanking you,

Yours sincerely,

-sd-

CPSC Office
IIM MUMBAI

Enclosures:

1. Tender document consisting Technical Bid & Financial Bid

INFORMATION TO BIDDERS

A. INTRODUCTION

The Indian Institute of Management Mumbai (IIM Mumbai) proposes to select a firm among reputed Govt. PSU (Central / state Govt. owned) as per the Expression of Interest criteria.

1. Bidders are invited to submit a Technical Bid & Financial Bid for Project Management services (PMC) required for the Assignment. The Bid will form the basis for future discussions and ultimately, a contract between the IIM MUMBAI and the selected PMC firm.
2. Consultants must familiarize themselves with the site and local conditions and take them into account in preparing the bids.
3. Consultants may note that the costs incurred in the preparation of the bid and subsequent discussions including a visit to the IIM MUMBAI 's office or proposed location(s) connected with the assignment, are not reimbursable, and for which the IIM MUMBAI is not bound to accept any claim.

B. CLARIFICATION & AMENDMENT OF BID DOCUMENT

1. Consultants may request for clarifications on any of the Documents furnished to them before the Bid submission date. Any request for clarification must be sent in writing or speed post to the IIM MUMBAI'S address. The IIM MUMBAI will respond by speed post to such requests and copies of the response (including an explanation of query but without identifying the source of enquiry) will be sent to all invited Consultants who intend to submit the Bid.
2. At any time before the submission of Bids, IIM MUMBAI may, for any reason, whether at its own initiative or in response to clarifications sought by an invited consulting firm, modify the documents, furnished with the offer, by amendment. The amendment will be notified in writing by speed post to all invited consulting firms and will be binding on them. The IIM MUMBAI may at its discretion extend the deadline for the submission of Bids.
3. In the event of any Consultant getting selected for the Consultancy work, the Consultant will have to pay the Performance Security (PS) @5% (Five percentage) of their contract value. The consultant shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 (fifteen) days from the date of issue of letter of acceptance. This period can be further extended by IIM MUMBAI up to a maximum period as 7 (seven) days on written request of the consultant stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case

guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank / Banker's Cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form. In case a fixed deposit receipt of any Bank is furnished by the consultant to IIM MUMBAI as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the IIM MUMBAI to make good the deficit.

4. The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the consultant, without any interest.

5. The engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the IIM MUMBAI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

6. Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full- amount of the Performance Guarantee.

7. An amount of equivalent to 5% of the bill value shall be deducted from every running bill which shall be released after successful completion of the work.

8. Failure by the consultant to pay IIM MUMBAI any amount due, either as agreed by the consultant or determined under any of the Clauses/Conditions of the agreement, within 30 days of the services of notice to this effect by Engineer-in-Charge.

9. In the event of the contract being determined or rescinded on account of default on the part of consultant under provision of any of the Clause/Conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the IIM MUMBAI.

10. The Consultant throughout the contract period shall perform with due diligence and proper application of mind and good faith all the activities covered under the scope of assignment. Upon determination of any failures/lapses attributable to the Consultant in this regard such as non-deployment of technical staff, delay of completion or causes financial or any other damage to the interest of IIM MUMBAI, by breach of any of the terms of consultancy contract.

11. IIM MUMBAI shall after issue of 10 days' notice shall encash partly or fully, at its own discretion, the Performance guarantee. Upon the action of IIM MUMBAI, the Consultant shall

completely or partly forfeit the performance guarantee amount at the sole discretion of Director IIM MUMBAI whose decision shall be final and binding, and the same shall be absolutely at the disposal of IIM MUMBAI.

C. Eligibility Criteria:

The bidders must comply with the eligibility criteria stipulated below-

1. The bidder/Agency should be a Central/State-owned Public-Sector undertaking.
2. The Bidder/Agency should have minimum average annual financial turnover of Rs. 300.00 Crores during last three consecutive balance sheet (i.e. FY 2020-21, 2021-22, 2022-23) duly audited & certified by Chartered Accountant. The Bidder/ Agency should not be a loss-making agency during any two years in the last three Financial Years mentioned above.
3. The Bidder/Agency should have an office setup located in the MMR Region. The bidder needs to submit the detail of office location along with technical staff posted in that office. Relevant supporting documents shall be furnished.
4. The Bidder/Agency should have satisfactorily completed PMC Services for: -
 - a. At least 2 similar works each costing not less than Rs. 240.00 Crores for any Building project, and out of which at least 1 project should be for construction of any university / any educational Institute Project of National Importance etc. during, the last Seven years ending previous day of last date of submission of tender.

Note: The completion cost shall be brought to the current costing level by enhancing the actual value at simple rate of 7% per annum, calculated from the date of completion to previous day of last date of submission.

- b. At least 2 nos. of Projects with GRIHA (Minimum 3 star) rating.
- c. At least 10 years of experience in providing PMC Services for Building Projects.
- d. At least one Multi-storey Building project with minimum 10 Floors.

Note: i. Similar Works means providing PMC services for Building Construction including all services such as Civil Works, MEP, Firefighting/protection services etc. under single contract.

ii. The Completion Certificate/Document received from Client Department in respect of satisfactory completion of work may also be submitted along with Work Order/ Agreement copy of the awarded work.

BID DATA SHEET

(Information to Consultants/ tenderer)

SN	Subject	Description
1	Client	Indian Institute of Management Vihar Lake Road , Powai Mumbai (MH) Pin 400087
2	Owner	Indian Institute of Management Vihar Lake Road , Powai Mumbai (MH) Pin 400087
3	Description of Work	Providing Project Management Consultancy Services for upcoming Infrastructure works (consisting of Demolition of existing structures, Construction of new structures including Civil, structural, plumbing, sewerage, Fire-fighting & Fire protection works, Internal & External Electrical works, Air-conditioning, Lift and Escalators, Roads and storm water drainage system, External Area Development, Horticulture & all other works required for total completion etc. in Phase-1”
4	Approx value of work	Project value approx 300 Cr (In phase -1)
5	Tender fees	Rs 5000.00
6	Earnest Money Deposit	Rs 15,00,000.00
	Site Visit	Mandatory
7	Important Dates	
7a	Issue / Download of Tender	From 17.04.2024 , 1100 Hrs to 07.05.2024 1600 Hrs
7b	Date of receipt of written queries	25.04.2024 up to 1600 Hrs
7c	Prebid meeting	26.04.2024 1500 Hrs
7d	Last Date for submission of technical and financial bid	08.05.2024 , 1500 Hrs
7e	Opening of technical bid	09.05.2024 1100 Hrs
7f	Presentation if any	Date will be informed later
7g	Opening of financial bid (Only shortlisted parties)	14.05.2024
8	Validity of tender	180 days
9	Time for completion	4 months (Engineering) + 24 months (Construction) +=28 months (Each phase)
10	Performance Guarantee	5% of the tendered value
	Security Deposit	5% to be deducted from every bill
10	Price variation	NIL
11	Liquidity damages	Yes

The bidders shall submit the following information along with bids

Annexure I.1 Cover Letter

Date: _____

To

CPSC Office
Indian Institute of Management Mumbai,
Vihar Lake Road, P.O. IIM Mumbai,
Powai, Mumbai 400087

Subject: EOI for the Project Management Consultancy (PMC) for IIM Mumbai for the proposed development of infrastructure works like Academic, Residential, Hostel buildings and related external services.

Reference: IIMM/PMC/ EOI-RFP-PB/2024/01 dated 17.04.2024

Dear Sir,

In response to the Invitation of EOI, published on the website of the Institute / the CPP Portal, I/We hereby:

- (1) Submit the pre-qualification document along with relevant information.
- (2) Certify that all the statements made, and information supplied in the enclosed Forms **A** to **F**, the checklist and accompanying statements are true and correct.
- (3) Certify that all information and details necessary for pre-qualification have been furnished and no further pertinent information is left to be supplied.
- (4) Submit the following certificates in support of our suitability, technical know-how capability for having successfully completed the following works:

<i>Sl. No.</i>	<i>Name of Work</i>	<i>Certified by</i>
1.		
2.		
3.		
4.		

Thanking you.

Yours sincerely,

Name and Signature (s) of the Authorized Signatories

Seal of the Firm

Annexure I.2 : Financial Information (Form A)

Date: _____

Financial Analysis: Details to be furnished by duly supported figures from the Balance Sheet or Profit and Loss Account for the last five years duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department, along with copies of the IT returns for the said years

Sl. No.	Particulars	Financial Year				
		2018-19	2019-20	2020-21	2021-22	2022-23
1	Gross Annual Turnover on consultancy fees (<i>Rs. Lakhs</i>)					
2	Profit/Loss					
3	Certified by					

The following certificates are enclosed:

- (1) Copy of the PAN Card of the Firm,
- (2) Copy of GST Payment Statement, and
- (3) Current Income Tax Clearance Certificate or Profit and Loss Account Statement

Name and Signature(s) of the Chartered Accountant

Office Seal

Name and Signature(s) of the Authorized Signatories

Seal of the Firm

Annexure I.3: Completed Works (Form B)

Date: _____

Details of all eligible works/assignment completed during past 7 years ending previous day of last date of submission of tender. Add more columns, if needed.

Project/Program Management Services Assignments

Sl. No.	Particulars of the Work	Completed Works of Similar Nature		
		1	2	3
1.	Name of the Work and its Location			
2.	Name of Organization and its Address			
3.	Cost of work and built-up area (Rs. Crores & m ²)			
4.	Date of Commencement as per contract			
5.	Stipulated date of Completion			
6.	Actual date of Completion			
7.	Details of Litigation or Arbitration pending or in progress (including gross amount claimed and amount awarded by the Arbitrator, in Rs. Lakhs)			
8.	Name, address, and telephone number of Officer to whom reference may be made			
9.	Scope of Consultancy Contract and Remarks			

Name and Signature(s) of the Authorized Signatories

Seal of the Firm

Annexure I.4 : Works Awarded or Under Execution (Form C)

Date: _____

Details of all eligible works awarded or under execution. Add more columns, if needed.

Project/Program Management Services Assignments

S. No.	Particulars of the Work	Ongoing Works of Similar Nature		
		1	2	3
1	Name of Work and its Location			
2	Name of the client, organization, and its address			
3	Cost of work and built-up area (Rs. In Crores & m ²)			
4	Date of Commencement as per contract			
5	Stipulated date of Completion			
6	Progress of work till date of application (percentage)			
7	Name, address, and telephone number of Officer to whom reference may be made			
8	Scope of Consultancy Contract and Remarks			

Names and Signature(s) of the Authorized Signatories

Seal of the Firm

Annexure I.5 : Performance Report of Works referred to in Forms B & C (Form D)

Date: _____

Performance Report of works referred to in Forms **B** and **C** should cover the aspects given below. One Form **D** shall be filled for each Work referred to in Forms **B** and **C**. The person giving this Certificate should be of senior and responsible officer of the Client Organization.

Sl. No.	Particulars of the Work	Remarks
1	Name of Assignment	
2	Project Location	
3	Estimated Cost	
4	Consultancy Fee Cost	
5	Date of Start	
6	Date of Completion	
7	Overall Performance of the Consultant	
8	Quality of Works	
9	Time Consciousness	
10	Technical Proficiency	
11	Resourcefulness	
12	Innovativeness	

Name and Signature(s) of the Authorized Signatories of the Client

Seal of the Client

Annexure I.6 : Organizational Structure (Form E)

1	Name & Address of the Applicant with Telephone No./ Fax No./ Email ID	
2a	Year of Establishment	
2b	Date & Year of Commencement of practice	
2c	Address of local office (in Mumbai)	
3	Legal status of the Applicant (attach copies of original document defining the legal status)	
3a	A proprietary firm	
3b	A firm in partnership	
3c	A limited company or corporation/ Joint Venture/Consortia	
4	Names of Directors & other Executives with Designation	
5	Designation of individuals authorized to act for the organization.	
6	Total No. of Technical Staff:	
6a	Project Manager (BE Civil degree or equivalent +15 Years of experience)	
6b	Sr. Civil Engineer (BE Civil + 10 Years of experience)	
6c	Jr. Engineer Civil (BE Civil + 3 Years or Diploma Engineer + 7 Years of experience)	
6d	Quantity Surveyor (BE Civil Degree + 5 Years or Diploma Engineer + 10 Years of experience)	
6e	Sr. Engineer Electrical/ Mechanical (BE Electrical/Mechanical + 10 Years of experience)	
6f	Jr. Engineer Electrical (BE Electrical+ 3 Years or Diploma Engineer + 7 Years of experience)	
6g	Safety & Labour welfare officer (Degree with certificate on Safety with 3/5 years of experience)	
6h	Administrative Assistant (Degree with 3 Years' experience)	
6i	Project BIM Coordinator (Degree Civil Engineeringwith three years of experience in development of BIM models)	
6j	Project Schedule Coordinator (Degree/ Diploma Civil Engineering with three years of experience in development of Primavera Schedules)	
7	Was the bidder ever required to suspend the projectfor more than six months continuously after the commencement the project, if so, give the name of the project and reasons for suspension of project.	
8.	Has the applicant, or any partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, given name ofthe project and reason for abandonment	
9.	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/ blacklisted for competing in any organization at any time? Ifso, give details.	
10.	Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11.	In which field of consultancy, the applicant has specialization & interest.	
12.	Any other information considered relevant but not included above.	

Names and Signature(s)of the Authorized Signatories of the Firm

Seal of the Firm

Annexure I.7 : Details of Technical Staff (Form F)

Sl. No.	Details of Technical Personnel*	Experience			Total No. of Personnel	Remarks
		10 Years & above	5 Years & above	Less than 5 Years		
1	Project Manager					
2	Structural Engineering					
3	Project BIM Coordinator					
4	Project Schedule Coordinator					
5	Public Health Engineering					
6	Electrical Engineer					
7	Mechanical Engineer					
8	HVAC					
9	Fire Fighting/ Engineering					
10	Safety & Labour Welfare officer					
11	Administrative/ Support Staff					
12	List major Office Equipment available					
13	List of major Software available					

*Indicate persons served/ retired from central/ state government services.

Names and Signature(s) of the Authorized Signatories of the Firm

Seal of the Firm

Annexure I.8 : Check List

Date: _____

Sl. No.	Requirement	Specific Requirements	Documents Required	Documents Enclosed
1	Legal Entity	The firm should be registered under <i>Indian Companies Act, 1956</i> , a partnership firm registered <i>Indian Partnership Act, 1932</i> , or a proprietorship Firm.	Copy of certificate of Incorporation	Yes/No
			Copy of registration Certificate(s)	Yes/No
2	Turnover	Average Annual Turnover of the firm for the last three financial years (namely 2020-21, 2021-22, and 2022-23) Should be at least Rs.2.50 Crores, as per the last published & audited balance sheets.	<i>Certificate of Chartered Accountant</i> with Registration Number and Seal	Yes/No
		The firm should not have incurred loss consecutively two years in the last five financial years (namely 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23) ending on 31-3-2023.	<i>Certificate of Chartered Accountant</i> with Registration Number and Seal	Yes/No
3	Technical Capability	The firm should have completed satisfactorily at least one assignments of minimum quantum of work specified, for Central Government, or an autonomous body of Central Government. The firm should have completed satisfactorily in projects in India the Program Management Services assignments for educational institutes/ universities or for commercial townships/ Residential/ Hostel during last 7 Financial Years ending 31.3.2023, with at least: (a) One assignment with a minimum cost of Rs 300 crores., OR (b) Two assignments with a minimum cost of Rs.200 crores, OR (c) Three assignments with a minimum cost of Rs.100 crores.	Work Completion Certificates from the Client, or Work Order, <i>plus</i> Self- Certificate of Completion (Certified by The Auditor) or Work Order Completion Certificate from the Client	Yes/No
4	Tax Registration	The firm should have a registered number of: (1) GST where the firm is located (2) Income Tax Number, or PAN (3) TIN	Copies of relevant certificates of Registration: (1) GST (2) IT Number (3) TIN	Yes/No Yes/No Yes/No

D. EVALUATION CRITERIA

1. Bidder(s) who qualify as per the Eligibility Criteria given in the preceding Clauses will be shortlisted for further evaluation. They would be required to give a presentation of their methodology and understanding of the project strategy etc. before the Expert Committee. The past performance and credentials of the firm will also be assessed by a panel of experts. This will form a part of Technical Evaluation besides the Documentary Credentials submitted by the Bidder.
2. **Technical evaluation once completed, the financial bid of only technically qualified bidder shall be opened. Financial Bids of only those Bidders who scores a minimum of 70 marks (qualifying) out of 100 in the Technical Qualification Criteria will be opened.** (IIM Mumbai reserves the right to restrict the no of technically qualified bidders). The final selection of the successful bidder would be considered on the basis of the "Quality and Cost Basis Selection (QCBS)".

Final Selection - Quality and Cost Basis Selection (QCBS Method): -

The financial bids of only those Bidders who secure a qualifying mark of 70 will be opened on a date to be intimated later.

1. Un-opened Financial Bids of those Bidders who failed to secure the qualifying marks shall be returned, if requested by the respective Architect.
2. The successful Architect will be selected based on Combined Quality cum Cost Based System (CQCCBS)
3. Under CQCCBS, the technical proposals will be allotted weightage of 70% and the financial proposals will be allotted weightages of 30%.
4. Bid with the lowest quoted amount (L1) will be assigned a financial score of 100 and other bids will be assigned scores that are inversely proportional to their quoted amount.
5. The total score, both technical and financial shall be obtained by weighing the quality and cost scores and adding them up.
6. The calculation for arriving at the total combined score (Quality and Cost) is given below.
 Marks obtained by a Bidder for the technical bid = M
 % fees quoted by the lowest bidder = L1
 % fees quoted by any other Bidder = L
 Points for Financial proposal of the bidder = $(L1/L) \times 100 = F$
Combined technical and financial score(H) of bidder = $M \times 0.7 + F \times 0.3 = H$
7. The combined technical and cost scores of all the bidders will be calculated as above and the bidder who secures the highest combined score H will be selected as the successful Architect.
8. The contract will be awarded to the successful bidder at his/her quoted /negotiated amount.

Technical Proposal Scoring Criteria: -

S. No.	Criteria	Evaluation Criteria	Marks
A	Technical Capacity of Bidder		50 Marks (Maximum)
1	Experience in providing PMC for Construction of Residential/ Institutional/Academic Building under	More than Rs. 300 Crore	25 Marks
		Rs. 200 crores to Rs.300 crore	20 Marks

Construction Management & Supervision Consultancy

S. No.	Criteria	Evaluation Criteria	Marks
	single contract during last Seven years: Projects successfully completed. (Work Order and Completion Certificate to be enclosed) (Max marks -25)	Rs.120 Crore to Rs.200 crore	15 Marks
2	No. of years in the relevant Development Projects-Buildings (Work Order/ Completion Certificate to be enclosed) (Max marks -05)	More than 10 years	05 Marks
		5-10 years	03 Marks
		Less than 5 years	01 Marks
3	Experience in providing PMC Services (Ongoing/ Completed) for any Institutional/ University Project. (Work Order/ Completion Certificate to be enclosed) (Max marks -05)	No. of Projects More than 8	05 Marks
		No. of Projects between 5-8	04 Marks
		No. of Projects less than 5	03 Marks
4	Experience in GRIHA Building (Max marks -05)	Minimum 2 Nos. of Projects Mandatory	05 Marks
5	Qualification and competence of the personnel to be deputed by PMC Services for IIM Mumbai Project. (Qualification and Experience, Details along with CV to be submitted) (Max marks -10)	Marking criteria project resources: - Minimum Experience required for all resources: - 5 Marks Minimum Experience +1 Yrs Additional Experience for all resources: - 08 marks Minimum Experience +2 Yrs Additional Experience for all resources: - 10 marks In case of non-compliance for Minimum Experience and Qualification for all project resources mentioned, zero score will be allotted)	10 Marks
B	Financial Capability		15 marks (Maximum)
1	Average Annual Financial turnover in last three financial Years (min. eligibility Rs. 500 Cr.) ending March 2023 (Max marks -10)	Above 1000 Cr	10 Marks
		Between 500 Cr-1000 Cr	05 Marks
		300 Cr to 5up to 00 Cr	03 Marks
2	Net worth for during the last financial year ending March 2023 (Max marks -05)	Above Rs. 300 Cr:	05 marks
		Between Rs. 100 – Rs. 300 Cr	03 Marks
C	Presence in Maharashtra & experience in PMC (Max marks -10)	The Bidder shall submit the proof of having office in MMR Region. (Mandatory)	05 Marks
		At least 10 years of experience of providing consultancy/ PMC services in Maharashtra for Building/ Road/ Water Supply, Sanitation/ Irrigation. (Mandatory)	05 Marks
D	Presentation on Approach, Methodology and Past experience of the Bidder (Max marks-25)	Approach, Methodology and Past experience of the Bidder.	25 Marks
	Total		100 Marks

PREPARATION OF BID

Consultant shall submit, Section I - Technical Bid, and Section II - Financial Bid, written in English in two separate sealed envelopes, marked clearly.

TECHNICAL BID (SECTION I)

1. Consultant is expected to examine all terms and instructions included in the documents furnished with offer. Failure to provide requisite information may result in rejection of Bid.

Consultant shall submit the credentials/bio data of the proposed Project Manager, Senior Engineers, Safety Officer and other staff required for this work and conforming their qualifications, experience and working knowledge with Government Depts. for scrutiny and interview with IIM MUMBAI and shall be approved by IIM MUMBAI for deployment for Consultancy work prior to issue of Acceptance/Work order and bio data/ CV inline with the IIM MUMBAI requirement for other personnel's also to be submitted for approval.

- i) The key professional staff, listed in the offer, shall be available for the entire duration of the execution of the Assignment. These shall preferably be the permanent employees of the firm.
 - ii) Proposed staff must have relevant educational qualification and experience, preferably under conditions similar to those prevailing at the locations of the assignment.
 - iii) No alternative to key professional staff may be proposed and only one curriculum vitae (CV) may be submitted for each position. The firm's personnel shall have a good working knowledge of English.
2. Technical Bid should provide the following information, but not limited to, using the attached Standard Formats
 - i) A description of the methodology (work place), which the Consultant propose to employ in performing the Assignment, duly illustrated with bar charts of activities, Critical Path Method (CPM) or Project Evaluation and Review Technique (PERT) or any other type of graphics.
 - ii) Curricula Vitae (C.V.) recently signed by the proposed key professional staff and countersigned by an authorized officer of the Consultant. Key information should include: years with the firm/entity and degree of responsibility held in various assignments during the last ten years.
 - iii) Confirmation/ submission on salient technical conditions mentioned in Offer Document.
 - iv) Quality assurance system/ programme proposed to be employed in design, engineering, procurement, inspection, & management activities.

Note: Description of methodology, Bar chart/ CPM, CV duly attested by Authorized signatory, Confirmation of Technical conditions and Quality assurance to be proposed shall be enclosed in a separate Annexure indicating the above details. In absence of above details shall be treated as incomplete documents for consideration.

3. **The technical Bid shall not include any financial information.**

FINANCIAL BID (SECTION II)

1. In preparing the Financial Bid, Consultant is expected to take into account, besides technical requirements, commercial conditions specified in the Offer Document.
2. The Financial Bid consisting of:

- i. Part I Progress Dependent payment shall be quoted % (percentage) of work done. The amount/ rates quoted in the Bid shall be both in figures and words. Cost may be expressed in the currency as specified in Summary of Costs (SC).
 - ii. Total amount quoted shall be sum and the lowest bidder shall be considered for acceptance.
3. The Financial Bid, for the assignment and for additional works shall be all inclusive, and should cover, but not be limited to, remuneration for staff (in the field and at headquarters), gratuity, provident fund, travel assistance, out of pocket expenses (per diem), overheads, profits, accommodation (housing), transportation (for mobilization and demobilization), communication, equipment (vehicles, office equipment, furniture, consumable etc.), printing of documents, surveys, training. The Financial Bid shall also include the tax liability and cost of insurance of Consultants' firm and his personnel specified in Appendix 'B'.

4. SUBMISSION, RECEIPT & OPENING OF BIDS

- i. The original of the Section I - Technical Bid and Section II - Financial Bid must be prepared in indelible ink. The Bids should contain no inter-lineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections must be initiated by the person or persons signing the Bids.
- ii. An authorized representative of the firm must initial all pages of the Bids. The representative's authorization shall be confirmed by a written power of attorney accompanying the Bids.
- iii. Section I-Technical Bid and Section II- Financial Bid shall be placed in a single sealed envelope, which will bear the address and information.
- iv. The completed Bid must be delivered at the submission address on or before the time and date. Any Bid received after closing time for submission will be returned unopened.
- v. The Bid must be valid for 120 of days from the date of its submission during which you must maintain the availability of the key professional staff proposed for the Assignment. The IIM MUMBAI will make its best effort to conclude the Bid evaluation process within this period.

**DRAFT CONSULTANCY AGREEMENT
(On Rs.100 Stamp Paper)**

THIS Consultancy Agreement (hereinafter called the "CA") is made the..... th day of the month of ---, Year Two Thousand Twenty-Four

Between,

on the one hand, Director, INDIAN INSTITUTE OF MANAGEMENT MUMBAI (IIM MUMBAI) acting through his duly authorised representative, Dean Infrastructure Planning Support, Indian Institute of Management Mumbai, (Dean IPS)

And,

on the other hand, M/s _____ hereinafter called the "Consultant" which expression shall, unless repugnant to the context, be deemed to include its successors and assigns).

WHEREAS

(A) IIM MUMBAI has requested the Consultant to provide certain consulting services (hereinafter called the "Services") as defined in the Conditions of Consultancy Contract (CCC) attached to this Document.

(B) Consultant, having represented to the IIM MUMBAI that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) Offer letter from M/s.....
- b) Letter of Acceptance from IIM Mumbai dated.....
- c) Section –I: Technical Conditions:

Conditions of Consultancy Contract (hereinafter called “CCC”); including the following Appendices:

Appendix A: Description of the Services and Deliverables by the Consultant.

Appendix B: Key personnel of Consultants

Appendix C: Obligations the IIM MUMBAI

Appendix D: Documents to be maintained at the site office for Inspection.

Section – II: Financial Conditions:

- A] Financial Bid
- B] Milestone for Payment of Consultancy Charges
- C] Effecting payment to the architect
- D] Reimbursable expenses

2. The mutual rights and obligations of IIM MUMBAI and the Consultant shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) IIM MUMBAI shall make payments to the Consultant in accordance with the provisions of the Contract.

Construction Management & Supervision Consultancy

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as on this day ----- of the year 2024.

Dean (IP&D), IIM Mumbai
FOR AND ON BEHALF OF
INDIAN INSTITUTE OF MANAGEMENT MUMBAI

In presence of Witness:

1. FOR AND ON BEHALF OF [Name of Consultant]

(Authorised Signatory)

In presence of Witness:

1.

2.

Section – I: Technical Conditions

1] Conditions of Consultancy Contract

1. GENERAL PROVISION

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement will have the following meanings:

- a) "IIM MUMBAI" means the INDIAN INSTITUTE OF MANAGEMENT MUMBAI or its authorised representative.
- b) The Project Architect means the Architectural Consultants to whom IIM MUMBAI has entrusted the architectural, structural and services design of the Project.
- c) "The Consultancy Agreement" means the Contract by the Parties, to which these Conditions of Consultancy are attached, together with all the documents listed in Appendices of such signed Contract.
- d) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- e) "Officer in Charge" means an Officer IIM MUMBAI or Architect so appointed by IIM MUMBAI responsible to direct, supervise and be in charge of the Services to be performed by the Consultant under the Contract.
- f) "CCC" means these Conditions of Consultancy Contract.
- g) "Party" means the IIM MUMBAI or the Consultant, as the case may be, and Parties means both of them.
- h) "Services" means the work to be performed by the Consultant pursuant to this agreement, as described in Appendix –A hereto.
- i) "Consultancy cost" means the charges to be paid for the performance of Services under this Agreement.
- j) "Personnel" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof. as described in Appendix –B hereto.
- k) "Site" means the property belonging to the IIM MUMBAI on which the Services will need to be performed.
- l) "Month" shall mean a calendar month.

1.2 Relation between the Parties

The Consultant accepts the relationship of trust and confidence established between him and IIM Mumbai by this Agreement. He covenants with IIM Mumbai to furnish his best skills and judgement and to co-operate with the ENGINEERS/ARCHITECTS in furthering the interests of IIM Mumbai. He agrees to furnish efficient business administration and superintendence and to use his best efforts to complete the project in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the IIM Mumbai. The Consultant, subject to this Agreement, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 SCOPE OF WORK:

The assignment consists of work of "Providing Project Management Consultancy Services for upcoming Infrastructure works consisting of Demolition of Existing Structures, Construction of New Structures including Civil, Structural, Plumbing, Sewerage, Fire-fighting & Fire Protection, Internal & External Electrifications, Air-Conditioning, Lift and Escalators, Roads and Storm Water Drainage System, External Area Development, Horticulture & all other Works required for total completion etc. In Phase -1 for INDIAN INSTITUTE OF MANAGEMENT MUMBAI, Vihar Lake Road, P.O. IIM Mumbai, Powai, Mumbai 400087, having an Estimated cost of approx. Rs.300 crores (In phase -1).

The services to be provided by Project Management Consultants (PMC) include the following, but not limited to

- a. Providing architectural, structural and services design, drawings & detailed engineering works shall be entrusted by IIM Mumbai to the Architectural Consultants of the Project. (Herein after called Project Architect, Tenders for architect /consultant is being floated by IIM Mumbai). The PMC shall provide assistance to IIM Mumbai for finalizing the Architect consultant and later on for finalizing the detailed drawings and design to the satisfaction of IIM Mumbai.
- b. PMC will also assist IIM Mumbai for verifying and approval of detailed estimate. **They shall and prepare NIT tender documents** (BOQ shall be prepared by Architect Consultant), host the tender, call for pre-bid conference, receipt and opening of tender, scrutinize & evaluate the tender and submit their recommendation to IIM Mumbai for appointment of Contractor.
- c. Overall contract management during execution of work including detailed supervision, inspection of materials, quality assurance and control, monitoring progress vis-à-vis approval program, monitoring & alerting IIM Mumbai regarding possible time & cost overruns, enforcement of construction safety, enabling intensive Chief Technical Examiner examinations, inspection, verifications of contractors bills, rate approvals for extra items, preparation of deviation statement and obtaining approval from IIM Mumbai, coordination's with all stakeholders, testing and commissioning, training of O&M staff, and all other works required to complete the work in all respect for handing over till performance guarantee period, to the satisfaction of IIM Mumbai. IIM Mumbai Shall release the payments of bills after bill verification by PMC.
- d. PMC shall ensure that the work shall be carried out by contractor strictly as per Scope, schedule, approved drawings, design and specifications. The material used in the work shall be as per approved make.
- e. PMC shall submit daily, weekly and monthly physical and financial progress report to IIM Mumbai. They will also submit any other report required by IIM Mumbai pertaining to the project. PMC shall keep all the updated quality related records and present to IIM Mumbai when asked to do so.
- f. PMC shall arrange for periodic inspection of work by the recognized third party inspection agency. The cost of such inspection shall be borne by the contractor.
- g. PMC will not alter any scope, specification, make etc. without the written prior approval of IIMM.
- h. PMC shall ensure the contractor follow all rules and regulations as per statutory requirements such as obtain Labour license and follow all Labour rules & Labour welfare schemes, Safety measures at work place, Compliance of Provident Fund rules, Labour cess, Valid CAR Insurance Policy, Workmen compensation policy, Third party insurance etc.
- i. PMC shall assist IIM Mumbai to obtain completion / occupancy certificate by all local authorities including fire clearance.
- j. PMC shall scrutinize the reason for delays if any and submit their recommendations to IIMM for appropriate time extension approval.
- k. PMC shall assist IIM Mumbai for settlement of disputes with the contractors if any.
- l. PMC may suggest IIM Mumbai ways to achieve cost control by suggesting change of specifications, method of construction, value engineering, innovative & economical design, modern technology etc. However, such reductions can only be made with the prior approval of IIMM without effecting prejudicing or endangering safety or security of the structure.

- m. The site supervision services to be provided are in respect of all Civil and Architectural works, Plumbing, Sanitation, Drainage, Interior works, etc., electrical, Communication network etc. as well as all work required for the services within the plot and all other miscellaneous works required to be carried out for the completion of the project. Including testing, commissioning and handing over to IIM Mumbai.
- n. Consultants will provide full time technical staff needed in various disciplines to supervise construction by providing Consultants in house engineers or by appointing specialized services personnel. In case of appointment of specialized personnel, overall responsibility of performance of specialized personnel remains of consultants.
- o. Any services concerning to the furniture and library equipment's computers are included in the scope of consultants. **The project execution period shall be 24(twenty-four months including monsoon period) months.**
- p. For further details of scope pl refer Appendix A; Description of the Services & Deliverables by the Consultants

1.4 Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing and shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the contract.
- b. Notice will deem to be effective as specified in the contract.

1.5 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the IIM MUMBAI or the Consultant may be taken or executed by the officials specified in the contract.

For IIM MUMBAI: Associate Dean (IP&D)/Authorised Official

For the Consultant: (Enclose Authorisation by Authorised Signatory of the Consultancy Agency)

1.6 Taxes and Duties

The Consultant and their Personnel shall pay all such taxes (Except Service Tax], duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Consultancy Cost Quoted. Service Tax will be paid extra over the billed amount by IIM MUMBAI as per the prevailing rates.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

2.1 Effectiveness of Consultancy Contract

Successful Consultant shall submit within 07 days of the selection, the credentials/ bio data of the proposed Project Manager, Senior Engineers, Safety Officer conforming their qualifications ,experience and working knowledge with Government Depts. as stipulated "Appendix 'B' for scrutiny and interview with IIM MUMBAI and shall be approved by IIM MUMBAI for deployment for Consultancy work prior to issue of Acceptance/Work order and bio data/CV in line with the IIM MUMBAI requirement for other personnel's also to be submitted for approval failing which their bid quoted shall be liable for cancellation .

2.2 Commencement of Services

This Contract shall come into effect from the 15th day of the issue of work order. The Consultant shall begin carrying out the Services immediately on issue of letter of acceptance of the agency for construction work to the concerned consultant.

2.3 Expiration of Consultancy Contract

Unless terminated earlier pursuant to Clause 2.6 hereof, this Contract shall expire when the Services have been completed in all respects at the end of scheduled period of completion 24 (twenty-four) month of the subject work months plus 4 (four) months after completion of the works with a total period of 28 (twenty-Eight) months. In case of the construction work getting extended, the consultant applies for extension of the consultancy contract. In cases where the extension is not due to the reasons attributable to the consultant IIM MUMBAI shall grant extension on the same existing terms & conditions.

2.4 Entire Agreement

This Consultancy Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or Consultancy Contract Price, may only be made by written agreement between the Parties.

2.6 Liquidated Damages

For any delays, attributable to the Consultant in the scheduled dates / periods of completion of different activities as per the agreed work schedule, the Consultant shall pay to the IIM-M compensation as Liquidated Damages (LD), calculated @.25% per week of delay subject to overall 5% of their value of work. However, if IIM Mumbai grant time extension without levying penalty, the above LD may be refunded.

2.7 Price Variation / Escalation:

No claim on account of any Price Variation / Escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ)/Price-Bid quoted by Contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation/price variation clause shall be applicable on this contract.

3. TERMINATION

3.1 By IIM MUMBAI

IIM MUMBAI may terminate this Consultancy Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 3.1 and sixty (60) days in the case of event referred to in (e) below:

- (a) If the Consultant fail to remedy a failure in the performance of their obligations and deployment of technical personnel as stipulated under the Contract within thirty (30) days of receipt after being notified or within such further period as IIM MUMBAI may have subsequently approved in writing; This action is without prejudice to other penal provisions in the agreement.
- (b) If the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take- advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant submit to IIM MUMBAI a statement which has a material effect on the rights, obligation or interests of IIM MUMBAI and which the Consultants know to be false;
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) If IIM MUMBAI, in its sole discretion and for any reason whatsoever, decides to terminate this Consultancy Contract.

3.2 By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to IIM MUMBAI, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.7.2, terminate this Contract:

- a. If IIM MUMBAI fails to pay any money due to the Consultant pursuant to this Consultancy Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b. If, as a result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 3.1 or 3.2 hereof, IIM MUMBAI shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to IIM MUMBAI):

- a) Remuneration pursuant to Section II-A hereof for Services satisfactorily performed prior to the effective date of termination; and
- b) Reimbursable expenditures pursuant to Section II -D hereof for expenditures actually incurred prior to the effective date of termination.

3.4 The IIM MUMBAI shall not be liable to pay any bonus, damage or other claims of the Consultant for the loss of expected profit or interest in uncompleted portions of the work and services.

3.5 In the event of termination of Contract, the Consultant shall furnish to IIM MUMBAI all the design, drawings, data, documents and details as exist with him on that date.

4. OBLIGATIONS OF THE CONSULTANT

4.1 General : Standard of Performance

The Consultant shall perform the Services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced

technology and safe and effective equipment machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Consultancy Contract or to the Services, as faithful advisers to the IIM MUMBAI, and shall at all times support and safeguard the legitimate interests of IIM MUMBAI in any dealings with sub-Consultant or Third Parties. Safety precautions to be observed is enclosed as Appendix” E” and shall be followed strictly.

4.2 Confidentiality

The Consultant, his Sub-consultants and the Personnel of either of them shall not disclose any information and data furnished to him by IIM MUMBAI to any third party nor shall disclose any drawings, reports, specification, manuals and other information developed and prepared for IIM MUMBAI by the Consultant and his Sub-consultants and the Personnel of either of them, without prior written approval of IIM MUMBAI.

4.3 Insurance to be taken out by the Consultant.

The Consultant (i) shall take out and maintain, at his own cost but on terms and conditions approved by the IIM MUMBAI, insurance against the risks, and for the coverage of Employer’s liability and workers' compensation insurance in respect of the personnel of the Consultant in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate and (ii) copy shall be provided as evidence showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

4.4 Consultant’s Actions requiring prior Approval of IIM MUMBAI:

The Consultant shall obtain the prior approval of IIM MUMBAI in writing before taking any of the following actions:

- a. Appointing of the Key Personnel.
- b. Any other action that may be specified in the special conditions of contract.
- c. Addl. Financial expenditure of project due to deviations/extra /variations of constructions contract provisions

4.5 Reporting Obligations

The Consultant shall submit to IIM MUMBAI the reports, documents and other deliverables specified in Appendix–A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

4.6 Documents prepared by the Consultant to be the Property of IIM MUMBAI:

- (a) All plans, drawings, specifications, designs, detailed measurement estimates, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the IIM MUMBAI, and the Consultant shall, not later than upon termination or expiration of this Consultancy Contract, deliver all such documents to IIM MUMBAI, together with a detailed inventory thereof. IIM MUMBAI reserves the right of repetitive use of these designs, drawings, specifications etc. without any financial obligation to the Consultant.
- (b) The Consultant shall also return, along with the detailed inventory the plans, drawings, specification, reports etc. made available by IIM MUMBAI for

performing the Services, upon termination or expiration of the Consultancy Contract.

- (c) Copyrights and all proprietary rights of all design, drawings, specifications, software, program, reports, formats, manuals, documents etc. developed and prepared by the Consultant for this assignment shall vest with IIM MUMBAI and shall not use these for any other purpose/assignment without the written permission of IIM MUMBAI. Any deviation to this effect will be dealt with in accordance with law.

4.7 Defect Liability

- (a) Should any defect or inadequacy occur in the work carried out or the service performed by the Consultant prior to the date of final acceptance of the work by IIM MUMBAI, the Consultant shall be under a legal obligation to perform, at his own initiatives and free of cost without any additional liability to IIM MUMBAI, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Officer In Charge regarding 'defect or inadequacy' in the work so carried out and service rendered shall be final and binding.
- (b) In case, despite the specific request by IIM MUMBAI to the Consultant to rectify or remedy the defect or inadequacy so pointed out and brought to the notice of the Consultant, the Consultant fails and neglects to rectify the same, within the time frame given by IIM MUMBAI for such rectification then IIM MUMBAI shall be within its right to correct such defects of the inadequacy(s) rectified from a third agency at the costs and risks of the Consultant. It shall be within the right of IIM MUMBAI to adjust / recover such additional costs, so incurred by IIM MUMBAI from the payments due and payable to the Consultant.
- (c) However, the actual cost of execution of rectification work will not be borne by the consultant.

5. CONSULTANT'S PERSONNEL

5.1 General

The Consultant shall employ and provide such qualified and experienced Personnel approved and agreed by the IIM MUMBAI, to carry out the Services. The Consultant shall also bond his Personnel to the confidentiality of the Services performed by them under this Consultancy Contract.

5.2 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix-B. If any of the Key Personnel has already been approved by IIM MUMBAI his/her name is listed as well.

5.3 Removals and/or Replacement of Personnel

- a. Except as IIM MUMBAI may otherwise agree no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

- b. If the Officer-in-charge (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the written request of IIM MUMBAI specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to IIM MUMBAI . Failure to do so shall be construed to be a default for which IIM MUMBAI could terminate the Consultancy Contract.
- c. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

6. OBLIGATIONS OF THE CLIENT

6.1 Assistance and Exemptions

The IIM MUMBAI shall use its best efforts to:

- a. provide the Consultant, Sub-consultant and Personnel with work permits, pertinent data and such other documents as shall be necessary to enable the Consultant, Sub-consultant or Personnel to perform the Services;
- b. issue of instructions to officials, agents and representatives of IIM MUMBAI all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- c. give decisions on all matters laid before IIM MUMBAI by the Consultant in such a reasonable time as not to delay the work of the Consultant.

6.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price.

6.3 Services & Facilities

The IIM MUMBAI shall make available to the Consultant the services and facilities as described in Appendix-C.

6.4 Payment

In consideration of the Services performed by the Consultant under this Contract, IIM MUMBAI shall make to the Consultant such payments and in such manner as is provided by Section II-B of Financial Bid.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement by arbitration in accordance with the following provisions: Any dispute or difference at any time arising between IIM MUMBAI and the Consultant as to the construction, meaning or effect of the Consultancy Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Chairman Board Of Governors INDIAN INSTITUTE OF MANAGEMENT MUMBAI who will decide the case in accordance with and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or re- enactment thereto or thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai

8. Suspension of Services

IIM MUMBAI may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

9. Foreclosure of the Contract

It shall be within the authority of IIM MUMBAI, at any time after acceptance of the bid or during the execution of the work, to foreclose or reduce the scope of the work, for any reasons whatsoever, either partly or wholly by giving the written notice not less than 15 days to the Consultant. In such an event, the Consultant shall have not claim whatsoever on account of any profits (s) or advantage (s) which the Consultant might have derived from the execution of work in full but for the reasons of the foreclosure of the whole or part of the work. However, the Consultant shall be paid at the contract rates for the Services performed by him and the amount certified by the 'IIM MUMBAI'

10. Abandonment of Work

In case, the work is abandoned by the Consultant, without good and sufficient justification IIM MUMBAI is at liberty to encash the Performance Guarantee and impound any other amounts due to the consultant at the time of abandonment on account of this contract and engage another agency to complete the balance work without prejudice to any remedies available under this contract of Indian Law

11. Liability of the Consultant

Except in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant for all guarantees & warranties shall be limited to 5% (Five percent) (to be mentioned by the indenter) consultancy of the Contract Price.

12. Attendance, working hours, Overtime, Leave, etc.

- a. The consultant shall maintain the personnel daily attendance register maintained at site office and shall be signed and countersigned by OSD/representative of IIM MUMBAI obtained before 1030hrs.
- b. The Consultant, Sub-consultant or their Personnel shall not be entitled to any overtime payment and the same deemed to have been included in the Contract Price. Taking of leave by Key Personnel shall be subject to the prior approval by IIM MUMBAI. The Consultant shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- c. The Consultant's personnel working at the Site shall observe the site construction working hours and declared national holidays. It is the responsibility of the consultant, in the event of works being executed during holidays suitable supervision and safety arrangements shall be made available.

13. Project Organisation

The Consultant shall ensure that at all times during the Consultant's performance of the Services a well-defined project set-up exists at his end. This set-up only will interact with IIM MUMBAI personnel in providing the Services.

14. Security Rules

The Consultant will follow the rules and regulation for the security framed by IIM MUMBAI from time to time regarding movement of personnel, materials and equipment to and from office/site, issue of identity cards, control of entry of personnel and all similar matters. The Consultant will also follow all rules and regulations applicable to the area being declared/pronounced from time to time by the authorities or authority of existing IIM MUMBAI facilities in the vicinity of any other statutory orders. Nothing extra will be payable on account of stoppage/hindrance of the work due to the enforcement of security measures/emergency conditions.

15. Rights of Other Agencies

Other agencies may also be simultaneously working within and around the locations/areas designated to carry out the Assignment. No extra claim during the tenure of the work will be entertained by IIM MUMBAI for hindrances on account of such interfaces with other/allied agencies.

16. Idle Claim

No claims from the Consultant will be entertained on account of idle work force, non- use of facilities due to stoppage of work, unprecedented rain, storm or any other unforeseen circumstances.

17. Fairness & Good Faith

a. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

b. Operation of the Contract

Construction Management & Supervision Consultancy

The Parties recognise that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 7 of GCC.

Appendix A: Description of the Services & Deliverables by the Consultants

Description of Services to be delivered:

As the project is architecturally conceived, designed and going to be certified for the architectural and structural integrity by the Project Architects, the Services to be delivered under this consultancy contract have to be complementary to that of the Project Architect. While the Project Architect shall be responsible for occasional site supervision, certification of contractor's bills etc. the services under this consultancy contract shall comprise following activities. Before commencement of the work, study of site, drawings, contract documents, provision of schedule of quantities and report to IIM MUMBAI in case of any deviations.

Construction Supervision work: Consultant will supervise the execution of the work so as to ensure that all work is carried out in accordance with the tender/contract specifications and construction drawings. Consultant will maintain check lists for the major items of work which record the observations made during each inspection. Any deviations made from accepted specifications and drawing during constructions will be recorded. For the full time site supervision works, Consultant will provide adequate number of qualified technical staff of different categories for different durations as required at various stages of construction period as stated in **Appendix 'B'**.

Construction Material: Consultant will ensure that all the materials to be used in the works are tested as per the requirements given in the specifications. Consultant will also maintain a record of the various test reports.

Labour, Machinery, and Equipment requirement: Consultant will monitor the adequacy of executing agencies site establishment in respect of technical and supervisory staff, labour force, machinery and equipment, material procurement, etc., in order to complete the works as per time schedule. Consultant will maintain daily reports on labour, plant, and materials etc.

Monitoring progress: Consultant will monitor the progress of various works at site, prepare physical progress reports and suggest ways and means of achieving the target progress of works. Shall weekly/fortnightly Progress Review meetings and the minutes to be circulated.

Progressing Report: Consultant will submit monthly progress reports reviewing work done since the last report, and all outstanding problems that are likely to affect either cost or time to completion of the project.

Records: Consultant will maintain records of all the meetings that take place at site. Consultant will also maintain a Site Order Book which records all the instructions given to the Contractor by the Architect or by the Consultants during their site visits. **Other statutory documents/records as desired by CVC for its inspection at site shall be maintained at site by Consultant and made available to client whenever asked for and handed over to client at the end of the project enabling assistance during intensive examinations by CTE.**

Site visits of Architects/Consultants: Consultant will co-ordinate site visits by various Consultants as and when required in order to clarify the details given in the drawings and specifications.

Defects: In case any defects are found in the work carried out by the Contractor, Consultant will record them in a **Defects Register** and ensure that the Contractor rectifies these defects immediately and will be reported.

Measurement of work: Consultant will verify all the measurements taken by the Contractor. Consultant will ensure that the Contractor maintains a Measurement Book recording all the measurements. This book will be countersigned by Consultant's representative.

Certification of Contractors Measurements: Consultant's site staff will scrutinise, check and certify measurements of all bills submitted by the contractors and forward to Consultant's head office for issuing certificate of payments in favour of contractors. The consultant shall strictly enforce and follow the procedure & sequence of recording measurements, submission of bills by the contractor as envisage in the relevant General conditions of construction contract. The status shall be recorded in every weekly progress review meeting.

Post Construction Stage: Consultant's essential work in this phase will be assembling of all drawings and essential documentation to be preserved for achieves, so that all information pertaining to the construction is available for subsequent examination at the time of undertaking any future modification or repair.

Maintenance Manual: Consultant will also draw up and prepare a maintenance manual for the buildings and any plant, machinery, or equipment which has formed part of Consultant's services. A maintenance program of inspection and regular renewal of certain items (such as painting and waterproofing) or replacement of certain items of equipment will be proposed with the maintenance work done to be reviewed annually.

Deliverables by the Consultants:

1. Consultants shall call for meeting with Architect, contractor and client to monitor progress and to discuss difficulties and solutions. Consultants shall draw minutes of the meeting and monitor defect correction and decisions taken during the meeting for remedial action. Regular progress Review meetings shall be conducted at weekly/fortnightly intervals.
2. Consultants shall be required during construction phase to provide the supervision and sufficient technical assistance.
3. Consultants will act as technical representative of the client.
4. The Consultants shall exercise powers and authority as well as perform duly, all the duties, liabilities, functions and obligations as (i) 'The Engineer' (ii) 'The Engineer's Representative' as defined in the Agreement between the IIM MUMBAI and the Contractor for the work.
5. The Consultants shall be required, during the construction phase to provide the field supervision and sufficient technical assistance (staff) for check on quality control of the work at site. Competent technical staff required to be deployed by the Consultants at all levels shall be got approved before commencement of work. The Consultants shall furnish bio-data of each Engineer proposed to be deployed at site. For this purpose, the Consultants shall have to post at the site of work and provide the agreed necessary and adequate technical staff for supervision and exercising adequate and constant day-to-day technical supervision over the construction including giving layout, its checking, checking requirements of materials and their procurement in time, confirming to approved specifications and accepted standards. Submission of weekly or fortnightly progress report as per the directions of the IIM MUMBAI, submitting recommendations

of extra items including maintaining necessary site records containing data in support of the same, carrying out field test, on materials, structures, etc., and maintaining, adequate records thereof and certifying the bills for payment to the Contractors, including recommendations of extension applications, extra items, variation statements, quality control check for final bills, etc., on the forms prescribed or approved by the IIM MUMBAI.

6. Ensure proper establishment of field laboratories by the Contractors to conduct laboratory tests on materials for construction such as cement, steel, bricks, etc. Essential gauges, instruments etc., should be got calibrated periodically. The Consultants shall maintain necessary site records and obtain data in support of the same. He shall arrange to have field and laboratory tests carried out on materials of constructions as well as partially or completely erected structures etc. and maintain adequate records thereof. Suggesting modifications, if any, due to site conditions and advising regarding cost variations, on account of extra items and excesses. List of Mandatory Testing of Materials -Consultant shall ensure that those of all contractors, subcontractors and suppliers employed on the Project comply in full with these objectives and priorities and as specified in the specifications. Report of test results to be submitted fulfilling the requirements.
7. Ensure close co-ordination with Architects and other concerned professionals appointed directly by the IIM MUMBAI regarding modifications in designs, if any, as also for regular and timely flow of working drawings/instructions.
8. The Consultants shall record & ensure that all observations made during the periodic visits by the Architects/Engineers about the quality of the work are attended to by the Contractors.
9. The payment shall be made by the IIM MUMBAI on the basis of certificates issued by the Construction Supervision Consultant.
10. Monitoring progress by using appropriate methods of control such as Computerized PERT/CPM/BARCHARTS, submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to pre-fixed targets will be prepared. Constant review of progress within present time and cost parameters will have to be done. The Consultants will have to suggest improvements from time to time and it will submit monthly progress report during the work.
11. Complete administration and management of contract till handing over to IIM MUMBAI and payment of final dues to the Contractors.
12. Obtaining from Architect two sets of 'As-built' drawings for the work and the services on reproducible paper and certifying the same.
13. Obtaining from the Architect 'Maintenance Manual' for the buildings and all the services pertaining to the project.
14. Verification of work on completion and issue of completion and issue of completion certificate: The Consultants will prepare this certificate and furnish the same to the IIM MUMBAI through Architect.
15. Verification by taking and recording joint measurements of the final bill to be submitted by the contractors, preparation and finalization of final bills as per the terms and conditions of Contract agreement for release of final payments by IIM MUMBAI.
16. Reporting the Qty. of variations in the items likely well in advance.
17. Obtaining approval for extra, substituted and extra items before execution/payment and finalizing as per contract provisions.

18. Advising the IIM MUMBAI with regard to extra claims/disputes, if any and work in hand with the legal department of IIM MUMBAI/Legal Consultant/Advisor till the expiry of the Defects Liability period.
19. Rendering generally as consultant, all technical services as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Consultants by the IIM MUMBAI.
20. The Consultants shall collect and deliver to the IIM MUMBAI any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
21. To work as conciliator in the event of any disputes arising between the parties before the matter goes to legal forum.
22. The consultant shall be liable to client for the performance of services in accordance with the provision of this contract and for loss suffered by client as a result of default of the consultant in such performance.\
23. Inspecting the completed works ready for handing over, preparing defect list and got it done and handing over the flats to IIM MUMBAI with all requisite documents.
24. IIM MUMBAI has established a number of objectives and priorities to guide Consultant and other contractors in implementation of the Project. These are set out in provisions of Contract Agreement, such as
 - Safety in construction and operations;
 - Governing laws and regulations;
 - Completion schedule;
 - Labour regulations;
25. Review and recommend safety and labour relations procedures prepared by other contractors in line with all applicable codes, regulations and IIM MUMBAI requirements. Monitor safety and labour relations and take action on behalf of IIM MUMBAI on all problems, violations and inquiries.

Consultant shall provide following minimum skilled manpower for the project

Appendix B: Personnel STAFF TO BE DEPLOYED

Sl. No	Designation	Qualification	Minimum Experience (Years)	Period of deployment (months)		Nature of Duties & Responsibilities	Rate of Recovery in case of non-deployment @ pro rata basis
				During Construction period of completion 24 months	Post construction period after completion 4 months		
1	2	3	4	5	6	7	8
1	Project Manager	Degree In Civil Engg	10 Years With computer knowledge At least Three yrs. experience In Central/State Govt. works and as ASST/ Executive Engineer in Govt. is preferable	1 (one)	1 (one)	Overall –in-charge-Reporting to IIM MUMBAI -Co-ordination with IIM MUMBAI - Architects-Consultant t-Contractors-Planning for timely completion, Monitoring Progress-Safety measures-Labour enforcement- Taking prior written approval of IIM MUMBAI for qty of variation/ Deviation, Extra items-Cost Control, Testing & Commission and handing over Conducting weekly Progress review meeting	Rs.60000/-per month
2	Quantity Surveyor Billing	Degree In Civil Engg.	5 Years With computer knowledge At least Two yrs. experience in Govt.	1 (one)	1 (one)	1) Preparing Detailed measurement of work done for payment of Running/Final Bills. 2) Preparation of RA bills of the work-checking-certification for payment in time. 3) Preparation of Rate analysis, Extra items/deviation items 4) Monthly checking of Items of BOQ and reporting in advance for likely exceeding BOQ quantities 5) Submission of Reports & Returns as specified in the contract 6) Maintaining all Files & Registers stipulated for inspection & updating. 7) Testing of materials as per specifications & Reporting monthly to IIM MUMBAI or as per site requirement 8) All correspondences related works	Rs.40,000/-per month
3	Senior Engineer-Execution (Civil & PH)	Degree In Civil Engg	5 Years With computer knowledge	1 (one)		Responsible for advance planning & execution all works in coordination with Electrical & Firefighting on Day-to-day basis & Progress Monitoring, Quality Assurance and Testing and commissioning and handing over shall be available full time at site of work being executed /supervising	
4	Senior Engineer-Electrical Mechanical & Fire	Degree In Elec/Mech Engg.	5 Years With computer knowledge	1 (one)	1 (one)	Responsible for planning & execution all Electrical & Firefighting in coordination with civil PH works on Day to day basis, Checking all schematic /shop DRGs & reporting &	

Construction Management & Supervision Consultancy

Sl. No	Designation	Qualification	Minimum Experience (Years)	Period of deployment (months)		Nature of Duties & Responsibilities	Rate of Recovery in case of non-deployment @ pro rata basis
				During Construction period of completion 24 months	Post construction period after completion 4 months		
	Fighting					coordinating with the Progress of civil works, Quality Assurance, Testing, commissioning and handing over shall be available full time at site of work being executed /supervising	
5	a) Junior Engineer-Execution (Civil & PH)	Diploma In Civil Engg	5 Years	1 (one)	Nil	Assisting all works assigned Senior Engineer Execution Civil and Supervision and shall be available full time at site of work being executed /supervising	
6	Supervisor Execution (Civil &PH)– Reporting to Junior Engineer -	Diploma/ITI certificate	ITI with 5years	2 (Two)		Assisting all works assigned Junior Engineer Execution Civil and Supervision and shall be available full time at site of work being executed /supervising	
7	Junior Engineer-Execution (Electrical, Mechanical & Fire Fighting) Reporting to Senior Engineer - Execution (Elec& FF)	Diploma In Elec/Mech Engg	5 Years	1 (one)		Assisting all works assigned Senior Engineer Elec & FF Civil and Supervision and shall be available full time at site of work being executed /supervising	Rs.25,000/-per month
8	Safety &Welfare Officer	Degree with Certificate of Safety with labour regulations experience minimum 3 years Central/State Govt works /PSU/Major constn works more than Rs.8 crores	5 years	1 (one)	1 (one)	Shall be responsible for supervising and reporting the Safety of labour day to basis, Checking and giving clearance for the works of slab, scaffolding and all other related works, checking the labour regulations ad per contract conditions and maintaining all registers and records. and shall be available full time at site of work being executed /supervising	Rs.35,000/-
9	Administrative Asst	Degree with experience of of	3 years	1 (one)	1 (one)	For Assisting Site Technical staff f, preparation fo documents, With computer knowledge typing, maintaining office	Rs.10,000/pm

Construction Management & Supervision Consultancy

Sl. No	Designation	Qualification	Minimum Experience (Years)	Period of deployment (months)		Nature of Duties & Responsibilities	Rate of Recovery in case of non-deployment @ pro rata basis
				During Construction period of completion 24 months	Post construction period after completion 4 months		
		MS word, Excel				document	
10	Office Asst.	Matric		1 (one)	1 (one)	For Xerox, delivery of documents and assisting technical staff	Rs.7000/-pm
11	BIM cum MIS Engineer	Graduate engineer (civil / Electrical/ Mech) with 5 years experience	5 years	1 (one)		For preparation and submitting Various reports (Daily / weekly/ monthly/ annually) for Management Information system	Rs 35000/-

Terms & Conditions:

- All Personnel mentioned above shall be available full time at site of work/ office and daily attendance register shall be maintained signed to be sent to OSD (IPS) IIM MUMBAI at 9.00 A.M for counter sign. Monthly Payment Part shall be paid on submission of original attendance register.
- Except the Entitled Holidays of staff as per Govt./ PSU Rules, all personnel to be present for the duty and necessary arrangements shall be made in case of works being executed. However, it is the responsibility of the Consultant to provide the alternative of staff under intimation to IIM Mumbai , in case of any long term (7 consecutive Days) Medical/ sick leave by the staff.
- In case of any persons absent continuously more than day including suffix and prefix prior approval of IIM MUMBAI to be taken and suitable alternate arrangement of substitution shall be made failing which recovery for the absent period shall be made in their payment as per the rate mentioned against each. Recovery of the amount shown against each shall be retained till deployment in addition to non-payment for the absent period and shall be released only after deploying such personnel.
- Consultant shall submit details of the personnel along with their CV to be employed and to be enclosed along with the Technical Bid. IIM MUMBAI shall scrutiny and give approval as per terms and conditions.
- In the event of consultant fails to deploy manpower mentioned here in above in Appendix B for performance of this contract, and shifting/transferring the personnel without approval of IIM MUMBAI shall be treated as deficiency of service and shall be terminated as per provisions of Clause 1.2 of Information to Consultants and clause 3.1 of conditions of consultancy contract.
- In the event of the construction work getting suspended or slowed down and if at the discretion of IIM MUMBAI, it is assessed that there is a need to reduce the personnel by the agency, the same shall be complied with by the construction supervision agency and time scale payment for this period shall be proportionately reduce with mutually agreed rate.

Appendix C: Obligations of IIM Mumbai Assistance and Exemptions

The IIM MUMBAI shall use its best efforts to:

- Provide the Consultant, and his Personnel with work permits, pertinent data such other documents as shall be necessary to enable the Consultant, and his Personnel to perform the Services;
- Issue to officials, agents and representatives of the IIM MUMBAI all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- Give decisions on all matters laid before the IIM MUMBAI by the Consultant in such a reasonable time as not to delay the work of the Consultant.

Payment

- In consideration of the Services performed by the Consultant under this Contract, the IIM MUMBAI shall make to the Consultant such payments and in such manner as is provided by Milestones of deliverables for Payments and as per provisions and compliance of Appendix 'B'.
- GST will be paid by IIM MUMBAI extra on the quoted consultancy Fees as / if applicable.

PAYMENTS TO THE CONSULTANT

Fees: The fees for the Services payable is set forth in the Financial Bid.

Mode of Billing & Payment

Billing and payments in respect of the Services shall be made as follows:

- 1) The payment to the Consultant will be made periodically as per the schedule of payment agreed upon in Section II-B Milestones for payment of Consultancy Charges and IIC Effecting Payment to Consultant. Consultant shall submit his periodical bill in triplicate along with supporting documents. IIM MUMBAI shall cause the payment to the Consultant to the amount indicated in the bill within thirty (30) days of receipt of the bill.
- 2) The final bill of the consultant under this Contract shall be raised only after the final report and a final statement identified as such, shall have been submitted by the Project Architect and consultant has completed verification of the final bill of contractor and the same is approved as satisfactory by the IIM MUMBAI. IIM MUMBAI shall cause the payment to the Consultant to the amount indicated in the bill within thirty (30) days of receipt of the bill.

Appendix – D: Documents to be maintained at the site office for Inspection.

1. (a) Press cuttings, (including extended dates, if any.) for pre-qualification of Architects/Consultants; for Pre-qualification of Contractors; for Call of tenders.
(b) Register of sale of tenders
(c) Register of opening of tenders.
2. File giving reference to Financial Sanction and approval of competent administrative authority- Preliminary estimate.
3. Copy of detailed estimate and its Technical Sanction by competent technical authority.
4. Approval of NIT (Notice inviting tenders) in original
5. Rejected tenders and comparative statements for:
 - a) Selection of architects/ Consultants
 - b) Short listing or pre-qualification of tenders.
 - c) Other tenders.
6. Justification statement and corresponding nothings in support of tenders/offer accepted.
7. Details of negotiations, if any, made before acceptance of tenders.
8. Original contract with consultant / contractor.
9. Guarantee Bond etc. towards security for work, machinery/ mobilization advance etc. including extension of validity.
10. Insurance policies for work, materials equipment, men etc. including extension of validity.
11. Guarantee for water tightness, termite proofing etc.
12. Standard specifications.
13. Standard schedule of rates
14. Drawings – Architectural, Structural and Services.
15. All connected measurement book, level books field books and lead charts.
16. All running account bills with all connected statements / vouchers.
17. Statements showing details of check of measurements by superior officers-copies of order laying down such requirements.
18. Materials at site accounts/cement, steel, bitumen, paints, water proofing compound, pig lead, anti-termite chemical etc.
19. Stage Passing Register, Site order book, test records/ log books.
20. Details of extra / substituted items and of deviated quantities being executed / considered for execution.
in the work along with analysis of rates.
21. Hindrance registers.
22. Office, correspondence files and inspection note, if any, issued by inspection officer.
23. Any other documents relevant the works.
24. The following details will form part of contract that will be submitted by consultants:
 - A: Daily in soft copy (to be submitted immediate next day)
 - a. Daily Labour report employed by contractor and the activities of work.
 - b. Daily Safety report of the labour employed.
 - B. Weekly: (to be submitted after immediate next day of the PRM)
 - a. Progress Review Meeting Minutes (both soft/Hard copy)
 - C: Fortnightly: (To be submitted in Hard copy on 17th and 2nd of the month)
 - a. Receipt of DRGs
 - b. Approval of Construction/Service materials

- c. Site Hindrance
 - d. Statement of payment of wages to contract labour (Ref General conditions of contract)
 - e. Status of GRIHA compilation
- D. Monthly (hard copy to be submitted every 7th of the month) Shall consist of
- a. Details of Project
 - b. Project Report
 - i) Physical during the period
 - ii) Financial during the period
 - iii) Details payment made
 - c. Hindrance
 - d. Cost control & Planning (a) Variation approved /proposed (b) Extra/ Substitute/ Deviation items
 - e. Quality Assurance/Safety measure (a) Tests results during month (b) mandatory test carried out, sample/agency approved.
 - f. Status of DRGs.
 - g. Labour Welfare
 - h. Manpower
 - i. Site Inspection
 - j. GRIHA POINTS
 - k. IMPORTANT POINT'S AFFECTING PROGRESS AND ACTION TAKEN
 - l. MISC Points a) PRM Minutes, b) Safety Measures c) Hard rock statement
 - m. CVC documents & Registers to be submitted to IIM MUMBAI for countersignature.

SPECIMEN FORMATS:

A] Details of Payments to be enclosed in Monthly Report):

Sr. No. of Bill	CR.No. date	Account payable				Total	Cheque amount	Details of disbursement and recoveries				
		On A/c payment	Adv. Payment	Secured Advance	Mobilization Advance			I.Tax	Cost of material	Secured advance	Mob. Adv	Deposit

Name: Signature:

B] Cement consumption statement (to be enclosed each RA Bill)

Last date of measurement	Theoretically required	Actually consumed	Recovered	Remarks

Name: Signature:

C] Steel consumption statement in Proforma to be enclosed each RA Bill)

Tor Steel Dia. in mm	8	10	12	16	20	Contd..
Qty. procured						
Qty. measured for payment						
Qty. balance at site						

Note: If mild steel, structural steel is used, information may be furnished in similar fashion for various sections

Name:
Signature:

D] Statement of Tests of Materials (Register and report to be maintained at site duly countersigned by Project Manager /IIM MUMBAI)

Sr. No	Material	Qty. used in the work during the period x	Description of test as per BIS/ agreement	Frequency of test as per BIS/ Agreement	No. of tests Required	Lab where tests conducted	Whether lab approved by govt.	Status of test Pass/failed	If failed what action taken	Recovery for proposed for shortfall/ failed results

E) Key Personnel provided during month for the for the project

Description of Job	Qualification & Experience	No of Personnel to be Deployed as per Contract during the month	No of Personnel actually Deployed during the month	If less whether Recovery effected as per CC	Remarks
Name: Signature:					

F) Variation in Work Order qty.

Sl. No	W.O Item No	Brief Description	Unit	W.O Qty	Executed Qty upto date	% of variation	Reason	Action Taken

G) SAFETY REPORT

Description of Activity	Type of Safety preventive measures to be compiled	Type of Safety measures complied by contractor	Whether any lapses observed during the period & Measures taken by the Contractor	Action taken for non compliance	Any Accident reported during the period & action taken	Remarks
Name: Signature of Safety Officer of Contactor			Name: Signature of Safety Officer of PMC		Signature of Project Manager	

H) LABOUR WELFARE

1. Report for the protection of health and sanitary arrangements for workers employed as per Model Rules of General Conditions.
2. Certificate of payment of wages as per Contract labour Regulations of General Conditions
3. Report of Labour records and inspection carried out.

Other formats as per requirement and procedure followed by IIM MUMBAI

TECHNICAL FORMS
Annexure -1: Covering Letter

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

CPSC Office
IRC Building, 2nd Floor
Indian Institute of Management Mumbai - 400087

Subject: Providing Project Management Consultancy Services for upcoming Infrastructure works consist of Demolition of existing structures, Construction of new structures including Civil, structural, plumbing, sewerage, Fire-fighting & Fire protection works, Internal & External Electrical works, Air-conditioning, Lift and Escalators, Roads and Storm water drainage system, External Area Development, Horticulture & all other works etc. in Phase-1 for INDIAN INSTITUTE OF MANAGEMENT MUMBAI, Vihar Lake Road, P.O. IIM Mumbai, Powai, Mumbai 400087.

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. <<>> Dated:<<>> I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to 120 Days from the date of opening of the bid and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate based on the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including for feature of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain, Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation

Address of Bidder

ANNEXURE-2: Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1.	Name of the Bidder	
2.	Address for communication: Tel: Fax: Email id:	
3.	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id : Address:	
4.	Registration / Incorporation Details Registration No: Date & Year. :	
5.	PAN Number	
6.	Goods and Services Tax Identification Number (GSTIN)	
7.	Annual Turnover Details FY 2022-2023 FY 2021-2022 FY 2020-2021	
8.	Net worth Details FY 2022-2023 FY 2021-2022 FY 2020-2021	
9.	No of Employees (Architect/ Engineers) In the Organization (Declaration from Human Resource Department shall be enclosed).	

Authorized Signatory

Name and Designation with Date and Seal

ANNEXURE-3: CA Certificate (Financial Details)

FINANCIAL CAPACITY OF THE APPLICANT.

S. No.	Financial Year	Annual Revenue (Rs)	Profit (Rs.)
1.	2018-19		
2.	2019-20		
3.	2020-21		
4.	2021-22		
5.	2022-23		

Certificate from the Statutory Auditor/ Chartered Accountant

This is to certify that _____ has received the payments shown above against the respective years on account of professional fees.

The Applicant has received an average of _____ **(Rupees in words)** per annum as professional fees for consultancy services during the preceding five financial years.

UDIN No.

Date: _____ (Name and designation of the authorized signatory)

Name and seal of the audit firm:

Authorized Signatory [In full and initials]

Name and Designation with Date and Seal

Supporting Documents:

Audited Financial Statements (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

ANNEXURE-4: Bidder's Past Experience Details as per Evaluation Criteria

Sl. No.	Name of the Assignment with details thereof	Name of the Client	Project Cost in Cr.	Period	Remarks like GRIHA, Type of Project (Academic/ Residential etc.)
A	B	C	D	E	F
1.					
2.					
3.					
4.					

Note: Enclose Work order/ Agreement and completion certificate issued by the Client.

Authorized Signatory [*In full and initials*]

Name and Designation with Date and Seal

**ANNEXURE-5: FORMAT OF CURRICULUM VITAE (CV) OF PROPOSED KEY STAFF
(to be submitted for Project Manager, Senior Engineers and safety Officer each separately)**

- 1) **Proposed Position:** _____
- 2) **Name of firm:** _____
- 3) **Name of staff:** _____
- 4) **Present position:** _____
- 5) **Date of Birth:** _____
- 6) **Years with Firm:** _____
- 7) **Nationality:** _____
- 8) **Membership of professional societies:** _____
- 9) **Trainings/ workshop if any:** _____

10) Education Qualifications:

S. No.	Name of Degree	Year of Passing	Name of University/ College

(Essential Degree/ Certificates to be enclosed)

11) Employment Record:

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and references, where appropriate)

S.No	Name & Address of the Employer	Period		Position held	Nature of Duties	Salary & Grade Pay
		From	To			

12) Languages:

(Indicate proficiency in speaking, reading and writing of each language by “excellent” “good”, “fair” or “Poor”)

.....

13) Detailed tasks Assigned:

14) Details of Project executed

(Name of Project, Client, Cost and Responsibilities)

15) Certification:

I, undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience. –

----- Date (Day /Month/Year)

(Signature of the staff member/ Signature of Authorized representative of the firm with seal)

SECTION – II : FINANCIAL BID

II - A: Financial Bid

II – B: Milestone for Payment of Consultancy Charges

II – C: Effecting payment

II – D: Reimbursable Expenses

II – A: FINANCIAL BID

Sr. No.	Item Description	Unit	Percentage quoted) Overestimated cost of Rs. 300 Cr	Amount quoted
1.	<p>PROGRESS DEPENDENT PAYMENT Fees payable for Providing Construction Management & Construction Supervision Services for the project as per scope of work enumerated in Technical Conditions. (GST shall be paid extra as per actual)</p> <p>Note: The amount payable will be in % on construction cost, which include the fees payable to architect by IIM Mumbai (without GST) + the actual cost executed thorough contract +as per the certified bills of the contractor/s as given in the milestones for payment in (II-B). (without GST). The cost of escalation / award on arbitration to contractor etc to contractor shall not be included in the construction cost.</p>	<p>% (Percentage) of actual cost work done</p>	<p>.....%</p> <p><i>In words</i> (..... point.....)</p>	
	<p>Note: <u>TIME DEPENDENT PAYMENT -CONSTRUCTION STAGE</u></p> <p>Rs.5,00,000/- (Rupees Five Lakh only) per month shall be made as advance payment which shall be adjusted against the till the Progress dependent payment sum become payable Monthly payment shall be as per the attendance register, based on actual manpower deployed during the month countersigned by IIM MUMBAI shall be payable. Original attendance registers to be enclosed with the bills (As per Appendix ‘B’).</p> <p>TIME DEPENDENT PAYMENT- AFTER COMPLETION STAGE No monthly payment shall be paid.</p>			
	Total amount			

Signature

(Authorized Signatory of Consultants)

Full Name :

Designation :

II – B: MILE STONES FOR PAYMENT OF CONSULTANCY CHARGES

The Consultant shall be paid professional fee in the following stages consistent with the work done:

Stage	Activity	Fees Payable
1	PART I: TIME DEPENDENT PAYMENT - CONSTRUCTION STAGE	Rs.5,00,000/- (Rupees Five Lakh only) shall be made as advance payment which shall be adjusted against the till the progress dependent payment sum become payable Monthly payment shall be as per the attendance register countersigned by IIM MUMBAI, actual manpower deployed during the month shall be payable. Original attendance registers to be enclosed with the bills. (As per Appendix 'B')
2	PART II: TIME DEPENDENT PAYMENT - AFTER COMPLETION STAGE	No monthly payment shall be paid.
3	PART III: PROGRESS DEPENDENT PAYMENT -	Progress dependent payment per month shall be paid as detailed below: 95% x Percentage rate for fees accepted consultancy tender x Progress for the month valued per certified bills minus recovery of monthly payment made as advance payment.
2	Final Stage: Handing over & verification of the final bill of construction work and submission of the final report and a final statement by the Project Architect and the same being approved as satisfactory by the IIM MUMBAI.	Fees Payable: The balance 5% fees (ie Security deposit) and the performance guarantee will be released on obtaining Architects certification for finalization of contractors final bill.

Note:

- Fee as percentage on the value of work against the running account bills of both Architect and contractor excluding GST component.
- Construction Cost includes cost of comprehensive architectural design consultancy fee of the projects.

II – C: EFFECTING PAYMENT TO THE CONSULTANT:

IIM Mumbai shall make progressive on account payments to the Consultant against the stages based on the quantum of work done during that stage and time period, as may be mutually agreed to between IIM Mumbai and the Consultants.

Non deployment of key personnel as per Appendix B shall be dealt as per the provisions of Clause 1.2 of Information to Consultant's and Clause 3.1 conditions of Consultancy contract.

The actual cost of the completed works shall include cost of execution of assigned works, referred to in Scope of Work and also the cost of equipment & machinery such as Transformers, DG Sets, Sub-stations, Lifts, Air Conditioning Machines, Pumps & Motors, etc., but excluding the cost of land.

Payment shall be released only after achieving defined deliverables. Payment will be released upon completion of the `activity/sub-activity`. An activity/sub-activity will be considered `complete` when the same is checked, reviewed, and accepted / approved by the competent authority.

II – D: REIMBURSABLE EXPENSES:

1. Cost of travelling for inspection of equipment's /goods on instructions from IIM MUMBAI and pre-approved by IIM MUMBAI.

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