

Indian Institute Of Management Mumbai Vihar Lake Road , Powai, Mumbai (Mah) Pin 400087.

Corrigendum No. 02

Prebid Query replies by IIM Mumbai

Corrigendum to IIMM/IPS/RFP-PMC/2024/06 Date: 11/06/2024: "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. for INDIAN INSTITUTE OF MANAGEMENT MUMBAI, Vihar Lake Road, P.O. IIM Mumbai, Powai, Mumbai 400087, Publish Date: 11/06/2024.

Note to Reader: The various clarifications/request of the bidders sought in the pre-bid meeting held on 20/06/2024 are replied/modified herewith. these replies are common for all interested bidders & same shall form part of the tender documents. With these replies Clauses of the RFP which are new / added or have been modified/changed are revised, rest of the attached clauses/sections shall remain same as provided in the RFP dated 15.05.2024.

Q. NO.	Reference document	Reference Clause & Page No.	Description of the Tender Clause	Bidder Comments/Remarks	IIM Mumbai's Reply
General Points raised during online & offline Pre-bid-meeting organized on 20.06.2024					
1		General	Reimbursable expenses 1. Cost of travelling for inspection of equipment's /goods on instructions from IIM MUMBAI and pre-approved by IIM MUMBAI.	Weather lodging & boarding charges shall also be paid by IIM Mumbai	This clause is deleted. The bidder has to include the same in their quoted price.

2		Retention money	<p>Note -</p> <p>3. Performance Guarantee (5%) will be released on obtaining Architects certification for finalization of contractor's final bill i.e. after Post Construction 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.</p> <p>4. Security Deposit (5%) shall be released after successful completion of defect liability period i.e. 12 months after successful handing over of the project.</p>	It is requested to release 5 % retention money for a particular package after completion of that package?	PG of 5 % shall be released for a particular package after Handing over of the building for use. Balance 5 % SD shall be released after overall completion of the project as a whole.
3		General provision 6.3 (Taxes & Duties), Page no. 21	General provision 6.3 (Taxes & 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	Weather the Royalty Payment is in the scope of PMC	Payment of Royalty shall be in the scope of contractor. The PMC shall ensure holding the amount equivalent to royalty payable to government from contractor's bill & then can release the same on submission of proof of payment of royalty by the contractor to government.

			MUMBAI as per the prevailing rates.		
(1) Engineers India Limited queries raised through e-mail dtd. 19/06/2024					
1	IIMM/IPS/RFP-PMC/2024/06	Page No: 32 (Clause No: 12.3 d) & Page No: 37 (Clause No: 12.7.2 c)	<p>clause 12.3 - Specific Responsibilities of PMC</p> <p>d. The planning, designing of the project shall be done by the PMC. The PMC shall prepare detailed estimates, structural and service drawings required for execution of the project after getting the concept and specification approved by the Owner. While detailing the scheme, PMC shall provide only those requirements, decided mutually between the Owner & the PMC.</p> <p>&</p> <p>Clause 12.7.2 - Design support by PMC:</p> <p>c) To arrange for the Vetting of civil and structural designs and drawings by IIT / NIT or any other reputed Institute / Architect / SPA / Consultants with the prior approval of the Institute at the cost to be borne by PMC;</p>	<p>Bidder understands that Civil & Structural Engineering Drawings, as prepared by PMC shall need to be vetted from IIT/ NIT or any other institute. However, as per Page No: 19 Point No: f, "Proof Checking of Designs shall be the scope of Architectural Firm"</p> <p>IIM MUMBAI may please clarify & confirm.</p>	<p>Proof checking of designs are in the scope of Architectural consultant, However PMC will co-ordinate with Architect & Institute & regularly follow - up for timely vetting of designs</p>

2	IIMM/IPS/RFP-PMC/2024/06	Page No: 21 Clause No: 7.3 (Expiration of Consultancy Contract)	Page No: 21 Clause No: 7.3 (Expiration of Consultancy Contract) Consultancy Contract shall expire at the end of scheduled period of 28 Months. & BID DATA SHEET (Page No: 7) completion period mentioned as 78 Months (6 Months Engineering & 72 Months Construction).	Page No: 21 Clause No: 7.3 (Expiration of Consultancy Contract) As mentioned in the Clause, Consultancy Contract shall expire at the end of scheduled period of 28 Months. However, as per BID DATA SHEET (Page No: 7) completion period mentioned as 78 Months (6 Months Engineering & 72 Months Construction).IIM MUMBAI may please clarify & confirm.	Time for completion 6 Months (Engineering) + 72 Months (Construction) = 78 months (For Complete Project for Phase 1 & Phase 2). The phase 1 & Phase 2 are designated for construction only. Which may be decided based on IIMs requirement, availability of fund etc. The time period between phase 1 & phase 2 may be overlapped or separated.
3	IIMM/IPS/RFP-PMC/2024/06	Forced Majeure/ Clause No: 9.6.3.1	For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of both parties and which makes parties' performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent),	Bidder requests IIM MUMBAI to kindly modify the clause as under: "For the purposes of this contract, "Forced Majeure" means an event which is beyond the reasonable control of both parties and which makes parties' performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, acts of God, epidemic/ pandemic, Govt. imposed lockdowns war, riots.....confiscation or any other action by government agencies"	This shall be revised as under - For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of both parties and which makes parties' performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, acts of God, epidemic/ pandemic, Govt. imposed lockdowns , war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force

			confiscation or any other action by government agencies.		Majeure to prevent), confiscation or any other action by government agencies.
4	IIMM/IPS/RFP-PMC/2024/07	Page No: 25 Clause No: 9.6.3.4 (Responsibility for Delay)	Clause No: 9.6.3.4 (Responsibility for Delay) “as specified in Clause 6.14.3 will be levied”	Bidder requests to kindly delete the phrase; “as specified in Clause 6.14.3 will be levied”. As it is not available in tender document.	Clause 6.14.3 may be revised as Clause 9.6.3.5 & shall be read along with clause no. 9.6.3.6.
5		Liquidity Damages/ Clause No: 9.6.3.6	Consultant’s scope of services, sub- clause No: (Sl. No: 1 – 7) & clause No: 9.6.3.6 sl. No. a) As per the table	Considering the nature of job under the Consultant’s scope of services, Bidder requests IIM MUMBAI to review & delete sub- clause No: e (Sl. No: 1 – 7) under the said clause, as the same seem to be discouraging in the process of completion of project. Moreover, delay penalty is already part of the contract under clause No: 9.6.3.6 a) Bidder requests IIM MUMBAI to kindly consider & confirm.	The original conditions shall prevail.

6		Indemnity/ Clause No: 9.7	<p>“The PMC shall also indemnify and hold harmless the institute and each of its representatives, agents, partners and employee against and from any claims demands, damages or costs arising from or at the instance of the staff, employee or workmen of any of the agencies employed by the PMC and involved in the project including the PMC. Architects, construction agencies or sub agents of any of such agencies including under the workmen’s compensation act or any other statutory provisions.”</p>	<p>Bidder requests IIM MUMBAI to kindly modify the said clause a. “IIM Mumbai undertakes to hold the PMC harmless and indemnified from any claim, action, demand, or any proceeding whatsoever invoked by vendor(s), contractor(s), bidder(s), third party(ies) or prospective bidder(s) of IIM Mumbai against the PMC, arising out of or in relation to or consequent upon this Contract or engagement of such vendor(s) or contractor(s), bidder(s), or prospective bidder(s) and shall reimburse for all costs (including legal and incidental costs such as travel as well as man-hour costs), charges and expenses incurred by the PMC in defending or settling any suit, writ or other action or proceedings by any such third party [including vendor(s), contractor(s), bidder(s), or prospective bidder(s)] in which the PMC has been made or impleaded as a party/ Defendant/ or Respondent and/or for prosecuting any appeal, revision, or review in respect thereof, whether the claim, suit, writ or other action or proceedings is based on contract, quasi contract, tort of any other basis or breach of law.”b. “The PMC shall also indemnify and hold harmless the institute and each of its representatives, agents, partners and employee against</p>	The original conditions shall prevail.
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7		General	General (Bid submission date)	<p>Whilst we are keen to take up this prestigious assignment and are in process of preparing our response for the subject Tender, we request you for an extension to the bid submission due date by a minimum period of 15 days from the date of issuance to the queries issued by prospective bidders so as to enable us to submit the most responsive bid.</p> <p>Client to kindly consider and confirm.</p>	Any change in the stipulated date shall be displayed on IIM Mumbai portal & eProcurement portal.
8		Page No: 13 & 14 (Final Selection)	<p>page no. 13 - Final Selection shall be done based on QCBS Method, & Page No: 14 Point No: B 2.ii) "Total amount quoted shall be sum and the lowest bidder shall be considered for acceptance".</p>	<p>Though as iterated, Final Selection shall be done based on QCBS Method, however, as per Page No: 14 Point No: B 2.ii) It has been mentioned that "Total amount quoted shall be sum and the lowest bidder shall be considered for acceptance". IIMM may kindly clarify the Final Selection method.</p>	The Final selection shall be based on QCBS Method, The clause given at page no. 14 point no. B2 (ii) is deleted.
9		Page No: 25 Clause No: 9.6.3.6 b)	<p>9.6.3.6. Liquidated Damages b) In addition to clause liquidated damages, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy fee payable in case GRIHA star rating as decided by the Institute is not achieved. The amount shall be deducted from each RA bill on pro-rata basis and shall be released on submission of GRIHA star certification. The institute has</p>	<p>It is understood that Based on the Master Layout, Designs, Drawings, Architectural Consultant (appointed by IIMM) shall obtain GRIHA 3 STAR Rating. However, as mentioned in the Clause, "PMC shall be liable to pay damages to the tune of 2% of the Consultancy Fee payable in case GRIHA Star rating not achieved". IIMM is requested to kindly review & delete the said clause.</p>	This clause will be operated only when there is fault found with the poor workmanship / use of faulty material for which PMC shall be held responsible.

			decided to achieve GRIHA 3 Star rating.		
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10		<p>Page No: 19 (Scope of Architecture), Page No: 32 Clause No: 12.3 (d) & Page No: 34 Clause No: 12.3 (w)</p>	<p>Scope of Architecture - page no. 32 12.3 Specific Responsibilities of PMC a. The planning, designing of the project shall be done by the PMC. The PMC shall prepare detailed estimates, structural and service drawings required for execution of the project after getting the concept and specification approved by the Owner. While detailing the scheme, PMC shall provide only those requirements, decided mutually between the Owner & the PMC. & Page no. 34 w. The PMC will engage domain experts for conceptualization, planning and designing of the project based on the functional requirement of the project and prepare the concepts through presentation, with rough cost estimate along with cost benefit analysis of the Green, Energy Efficient and Intelligent features of the respective buildings. In case the Client is not satisfied with the proposed concepts, it will have to be modified/re-structured and presented again for Client's</p>	<p>Though it has been mentioned that Architectural Consultant shall be preparing Master Plan, DBR, BOQ, Estimates, Tender Specifications, Working Drawings etc. including Statutory Approvals, however, as mentioned in Page 32 & 34, some of the above-mentioned activities are also been put into PMC's scope, creating ambiguity.</p> <p>IIMM is requested to kindly provide Scope Matrix for Architectural Consultant & PMC to clarify the above. IIMM to kindly review & consider.</p>	<p>Revised Scope Matrix showing details of scope of Architectural consultant & PMC is attached as Annexure I. Please refer the same for clarifications.</p>
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			approval. Upon approval of the concept by the Client, further works will be undertaken.		
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11		Vetting of Drawings (Page No: 19 Scope of Architectural Consultant & Page No: 36 Clause No: 12.7 (c) & Page No: 37 Clause 2 ©	Scope of Architectural consultant - page no. 36 12.7 Pre-construction Stage: c. All expenditure on this account along with third party quality inspection, vetting of civil and structural engineering drawings, surveys etc. shall be borne by the PMC. & 2. Design support by PMC: a) Ensuring adherence of design to energy efficiency of the building and other best practices of building design; b) Civil and Structural design and engineering of all the buildings/components of the Project. PMC will ensure the soundness of the civil and structural design. c) To arrange for the Vetting of civil and structural designs and drawings by IIT / NIT or any other reputed Institute / Architect / SPA / Consultants with the prior approval of the Institute at the cost to be borne by PMC;	Bidder understand that Proof Checking / Vetting of Civil/ Structural Drawings shall be the scope of Architectural Consultant. However, as per the mentioned clause(es), Vetting of Drawings has been kept under PMC's scope. IIMM is requested to kindly clarify and confirm accordingly.	Revised Scope Matrix showing details of scope of Architectural consultant & PMC is attached as Annexure I. Please refer the same for clarifications.
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12		Submission of CV's of Key Technical Person along with BID	CV's of Key personnel	As understood by the Bidder, during evaluation of Bids, CV's of Key Persons are not being considered. Hence, it is proposed by the bidder to kindly consider submission of Key Personnel's CV for Client's consideration before deployment at site. IIMM to kindly consider and confirm.	CV's to be attached along with the bid for Key personnel's to be deployed for this project. However, in case of emergency replacement may be allowed after prior permission of IIM Mumbai. IIM Mumbai reserves the right to decline the replacement also.
13		Page NO: 19	Clause No: 12.6 (w) Scope of Architectural consultant & 12.7 Pre-construction Stage: 12.7.1. Statutory Authority Approvals for the Project (a) & (b)	Bidder understands that obtaining "Statutory Approval" is under the Scope of "Architectural Consultant". However, as per Point No: 12.6 (w) & 12.7.1 (a) & (b) Obtaining "Statutory Approvals" has been considered under the scope of PMC. Bidder understands that obtaining "Statutory Approval" is under the Scope of "Architectural Consultant". However, as per Point No: 12.6 (w) & 12.7.1 (a) & (b) Obtaining "Statutory Approvals" has been considered under the scope of PMC. IIMM is requested to kindly clarify the same.	Revised Scope Matrix showing details of scope of Architectural consultant & PMC is attached as Annexure I. Please refer the same for clarifications.
14		Page NO: 65	A1 - The milestones of payment.	IIMM is requested to kindly clarify Sl. No. A1 of The Milestone of Payment. Bidder understands that said milestone activities shall be the Scope of Architectural Consultant.	As per original Tender condition.
15		General	General	Bidder requests IIMM to kindly revise & reissue the tender after necessary incorporation/ modification considering the queries as above.	Not Agreed. This Prebid replies shall replace the relevant clause.

(2) NBCC queries raised through e-mail dtd. 19/06/2024					
1		Clause no 2.0(3) ,Page no 8 Clause no A) a , Page no 10	Clause no 2.0(3), Page no 8-At least 2 similar works each costing not less than Rs. 300.00 Crores during, the last Seven years ending previous day of last date of submission of tender. Clause no A (a) , Page no 10 (b) One similar completed work costing not less than the amount equal to Rs.240 crores.	It is requested to check the discrepancy mentioned in both the clauses.	Sl. no. 3, Technical Capability of bidder 2.0 Annexure1: Check List Page no. 8 shall be revised as the Bidder/Agency should have satisfactorily completed PMC Services for 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.
2		Clause A, Page no. 11	A) Technical Capacity of Bidder 2. Experience in providing PMC Services (Ongoing/ Completed) for any Institutional/ University Project.	It is requested to clarify about the minimum cost of the projects for which the experience in providing PMC services has to be given. Also, please clarify whether ongoing or completed projects or both can be given for evaluation criteria.	For technical proposal marking criteria at SL. no. 2, Experience in providing PMC Services (Ongoing and Completed both) for any Institutional/ University Project for value not less than 50 cr. Shall be considered. (School building shall not be considered as similar project).

3		Clause B, Page no. 11	<p>B) Human Resource Capacity of Bidder- Presence of in- house professionally qualified staff in the PSU in indicative categories:</p> <p>2. Electrical Engineers (B. Tech./B.E. & Above)- 51 Engineers & Above 2 Marks Between 30 to 50 Engineers 1 Marks Less Than 50 Engineers 0 Marks</p> <p>3. Mechanical Engineers (B. Tech./B.E. & Above)- 26 Engineers & Above 2 Marks Between 10 to 25 Engineers-1 Marks Less Than 10 Engineers 0 Marks</p>	<p>It is requested to consider both the Electrical & Mechanical Engineers in one category as MEP Engineers for evaluation criteria and can be stated as:</p> <p>Electrical & Mechanical Engineers (B. Tech./B.E. & Above)- 77 Engineers & Above- 4 Marks Between 50 to 70 Engineers- 2 Marks Less Than 50 Engineers- 0 Marks</p>	<p>This is revised as -</p> <p>2. Electrical Engineers (B. Tech./B.E. & Above)- 51 no. of Engineers & Above 2 Marks Between 30 to 50 no. of Engineers 1 Marks Less Than 30 Engineers 0 Marks</p> <p>3. Mechanical Engineers (B. Tech./B.E. & Above)- 26 no. of Engineers & Above 2 Marks Between 10 to 25 No. of Engineers-1 Marks Less Than 10 Engineers 0 Marks</p>
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4		Appendix B ,page no 44	Appendix B: Personnel STAFF TO BE DEPLOYED	Requirement of Minimum staff deployment for full time posting at site/office is much higher side.It is requested to optimise the same so that the bidder can offer a more competitive quote.Tentative manpower deployment schedule for each phase may be considered as below mentioned:1- Team leader/Project manager2- Engineer Civil3-Engineer Electrical4-QA/QC Engineer5- Supporting field staff as and when required.Further for any organization especially consulting PSU firm, manpower planning is a continuous process depending upon project commencement and completion on PAN India basis.At this stage of RFP it may be difficult to shortlist and propose all the required manpower for the subject work.Hence it is requested to relook the clause for manpower staff to be deployed.	The tentative requirement of manpower at pre-construction & construction stage is provided before appendix B on page no. 44, This requirement may vary depending on the construction progress, however experience, responsibilities & rate of recovery for non-deployment may be adopted from appendix B. Just before the award of work IIM Mumbai will finalize the exact requirement of manpower of PMC jointly with them & the same shall be adhered by PMC. The CV's of Key personnel's to be deployed for this project shall be provided with the tender documents.
5		Clause 7.3, Page no. 21	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	With reference to clause 9, page no. 7 i.e. Time for completion: 6 months + 72 months= 78 months, clarification is sought regarding the said clause.	time for completion 6 Months (Engineering) + 72 Months (Construction) = 78 months (For Complete Project for Phase 1 & Phase 2). The phase 1 & Phase 2 are designated for construction only. Which may be decided based on IIMs requirement, availability of fund etc. The time period between phase 1 & phase

			after completion of the works with a total period of 28 (twenty-Eight) months.		2 may be overlapped or separated.
6		Clause 9.6.3.6 (a), Page no 25	Liquidated damages-@0.25% per week of delay subject to maximum of 10% of the fee.	The LD clause is very stringent. It is requested to modify the same as per standard practice. I.e. @ 0.25% (Zero point Two Five percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges of balance work.	The original conditions shall prevail.
7		Clause 9.6.3.6 (e), Page no 26 Clause 9.6.3.7, Page no. 27	Clause 9.6.3.6 (e):The following activities shall attract penalties which shall be deducted from the monthly bill for consultancy services:Clause 9.6.3.7:Compensation for cost over run	These clauses are very stringent hence it is requested to omit the said clauses.	The original conditions shall prevail.
8		Page 44- Appendix B	Appendix B: Personnel STAFF TO BE DEPLOYED -Table heading row	Please clarify "Post construction period after completion 12 months"	This is defect liability period.
9		Clause 7d, Page no. 7	Last Date for submission of technical and financial bid- 01.07.2024	In view of the above queries and preparation of bid documents for online as well as hard copy submission, it is requested to extend the last date of submission by at least three weeks from the date of receipt of reply to above queries.	The bid submission shall be as per the BID DATA SHEET.

10		Clause 3.0 (2), Page no. 14	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.	Bar chart/ CPM is not required at this stage of the tender. It can be provided after the award of work. Hence it is requested to omit the following statement: "In absence of above details shall be treated as incomplete documents for consideration."	Deleted.
		BID DATA SHEET point no. 5	General (tender fees)	1. COST OF TENDER DOCUMENTS: (non-refundable) shall be Rs. 5,000/- - whether it is including GST or excluding GST, if including GST then Tax Invoice will be required.	COST OF TENDER DOCUMENTS: (non-refundable) shall be Rs. 5,000/- + GST (Invoice to be provided) Our Pan & GST details are as follows - 1) Trade Name - INDIAN INSTITUTE OF MANAGEMENT MUMBAI. 2) Address of Principal place of Business - NITIE, N.I.T.I.E, VIHAR LAKE ROAD, POWAI, MUMBAI, Mumbai Suburban, Maharashtra, 400087. 3) PAN No. - AAATN2254R 4) GST No. - 27AAATN2254R1Z3
(3) NPCC queries raised through e-mail dtd. 20/06/2024					

1		Clause no. 12.2.1 of Responsibilities of the PMC (NIT page no. 32)	The IIM Mumbai will select the Architect / Design Consultant.	Please clarify that PMC fees include architect fee selected by IIM Mumbai or not.	Revised Scope Matrix showing details of scope of Architectural consultant & PMC is attached as Annexure I. Please refer the same for clarifications.
2		Clause no. 4 (b) of Eligibility Criteria: (NIT page no. 10)	The Bidder/Agency should have satisfactorily provided PMC Services for At least 2 nos. of Projects with GRIHA (Minimum 3 star) rating in the last 7 years	Please consider any GRIHA STAR rating in place of Minimum 3 star rating in the last 7 years.	The original conditions shall prevail.
(4) RITES queries raised through e-mail dtd. 19/06/2024					
1			General	From the tender document, it is understood that bid need to be submitted online at CPP portal on or before 01.07.2024 (11:00 Hrs) & offline at CAO, Administrative block, 1st Floor, Indian Institute of Management Mumbai – 400087 on or before 01.07.2024 (11:00 Hrs). Kindly confirm our understanding.	All the bids are to be submitted online (On CPP portal) & offline (at IIM Mumbai campus) as per tender document, (submission of online bid (technical, financial & price bid) are mandatory, non-submission of online bid shall be considered as non-submission of bid & there offline bid alone will not be considered).

2		S.No. 12 (Page no. 6)	No Space for office shall be given to bidders by IIM Mumbai, electricity & water if available shall be provided on chargeable basis, however no extra arrangement shall be done by IIM Mumbai in this regard.	We understand that IIM will not provide office for PMC, however they will provide the empty space for setting up of temporary office by PMC within IIMM premises. Also, PMC should arrange the furniture, printers and other equipment's at their own cost. Kindly confirm.	PMC can utilise the space close to the building to be constructed in the IIM Mumbai campus. IIM Mumbai shall not make any extra arrangement for the same.
3		Page 8 Technical Capability Eligibility criteria (Page 10)	The Bidder/Agency should have satisfactorily completed PMC Services for at least 2 similar works each costing not less than Rs. 300.00 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. One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender i.e. Rs. 240 Crores.	Technical Capability defined at S. No. 3 of Annexure I.1 (page 8) is not matching with the Eligibility criteria defined at A) a. (Page 10). Kindly clarify which eligibility criteria need to be satisfied.	Sl. no. 3, Technical Capability of 2.0 Annexure I.1: Check List Page no. 8 shall be revised as the Bidder/Agency should have satisfactorily completed PMC Services for 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.
4		clause 7.1 of Agreement	As per clause 7.1 of draft Agreement, "Successful Consultant shall submit within 07 days of the selection, the credentials/ bio data of the	Kindly confirm whether CVs need to be submitted after selection of consultant as per agreement clause 7.1 or same to be submitted along with technical bid.	The tentative requirement of manpower at pre-construction & construction stage is provided before appendix B on page no. 44, This requirement may vary

			<p>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 .ANDAs per Para A) 2. ii) of 3.0 Preparation of bid“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.”</p>		<p>depending on the construction progress, however experience, responsibilities & rate of recovery for non-deployment may be adopted from appendix B. Just before the award of work IIM Mumbai will finalize the exact requirement of manpower of PMC jointly with them & the same shall be adhered by PMC. The CV's of Key personnel's to be deployed for this project shall be provided with the tender documents.</p>
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5		S.No. A1) of Technical Proposal Marking Criteria: -	Experience in providing PMC services for Construction of Residential/ Institutional/Academic Building under single contract during last Seven years: Projects successfully completed costing at least 240 Cr.	It is requested to kindly clarify whether the projects which are ongoing/substantially completed with payment received for that project till date is more than 240 Cr will be considered as eligible project for evaluation. If not, it is requested to kindly consider the same.	The original conditions shall prevail.
6			General	Generally, in tender conditions “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. It is requested to kindly add this clause to tender document for calculation of completion cost.	Since the overall value of project (i.e. Rs. 600 cr.) is much more than the min. qualifying criteria of 240 cr. The enhancement per annum is not to be considered.
(5) WAPCOS queries raised through e-mail dtd. 20/06/2024					
1		Annexure I.1 Checklist on Page no. 8	Annexure I.1 Checklist Point no. 2 The Bidder/Agency should have satisfactorily completed PMC Services for at least 2 similar works each costing not less than Rs. 300.00 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	Annexure I.1 Checklist on Page no. 8 of RFP Document is different from the Minimum Eligibility Criteria on Page No. 10. It should be in same as that of Eligibility criteria.	Sl. no. 3, Technical Capability of 2.0 Annexure I.1: Check List Page no. 8 shall be revised as the Bidder/Agency should have satisfactorily completed PMC Services for 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

			Importance etc. during, the last Seven years ending previous day of last date of submission of tender.		of National Importance etc. during, the last Seven years ending previous day of last date of submission of tender.
2		Section-II, Financial Bid, Page no. 64	<p>Note:</p> <p>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).</p> <p>The cost of escalation / award on arbitration to contractor etc to contractor shall not be included in the construction cost.</p>	<p>Since the Consultancy Fee is depend upon the Cost of project. In case of any delay non attributable to PMC, if the escalation is being paid to the contractor the same shall be pass on to PMC as they will provide their services ensuring such extended period on escalated cost. Hence the same clause may please be amended as follows:</p> <p>Note:</p> <p>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).</p> <p>The cost of award on arbitration to contractor etc. to contractor shall not be included in the construction cost.</p>	The original conditions shall prevail.

3		12.2 Responsibilities of the PMC (Page no. 36)	<p>1. Statutory Authority Approvals for the Project All expenditure on this account along with third party quality inspection, vetting of civil and structural engineering drawings, surveys etc. shall be borne by the PMC.</p> <p>&</p> <p>2. Design support by PMC: (Page no. 37)</p> <p>c) To arrange for the Vetting of civil and structural designs and drawings by IIT / NIT or any other reputed Institute / Architect / SPA / Consultants with the prior approval of the Institute at the cost to be borne by PMC;</p>	<p>The charges for civil and structural designs and drawings by PMC's own Expert is inclusive in its FEES.</p> <p>However, if it has to be carried out by IIT / NIT or any other reputed Institute / Architect / SPA / Consultants with the prior approval of the Institute, The charges are not known and it is charges on Number of drawings etc. and there is no fixed norms which can be varied later on.</p> <p>Hence it is kindly requested to Keep the Vetting Charges of IIT / NIT or any other reputed Institute / Architect / SPA / Consultants to be extra as actual and can be Reimburse to PMC or directly to these Institutes by IIM Mumbai. In either cases, it shouldn't be included in the PMC Charges.</p>	Revised Scope Matrix showing details of scope of Architectural consultant & PMC is attached as Annexure I. Please refer the same for clarifications.
(6) MECON Limited queries raised through e-mail dtd. 20/06/2024					

1		Sl. no. 3, Technical Capability of 2.0 Annexure I.1: Check List Page no. 8	The Bidder/Agency should have satisfactorily completed PMC Services for at least 2 similar works each costing not less than Rs. 300.00 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.	It is requested to kindly revise the clause as per Eligibility Criteria indicated at page 10 of the tender document i.e Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender i.e. Rs. 120 Crores OR Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender i.e. Rs. 150 Crores OR One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender i.e. Rs. 240 Crores.	Sl. no. 3, Technical Capability of 2.0 Annexure I.1: Check List Page no. 8 shall be revised as the Bidder/Agency should have satisfactorily completed PMC Services for 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.
2		A (c) of Eligibility Criteria Page no. 10	The Bidder/Agency should have satisfactorily provided PMC Services for at least one Multi-storey Building with minimum 10 Floors in the last 7 years.	We understand that tender's requirement is Bidder's experience of providing PMC services for High Rise Buildings. You may kindly be aware that as per clause no. 28 of PART 4 FIRE AND LIFE SAFETY of the NATIONAL BUILDING CODE OF INDIA (NBC) a High Rise Building is defined as a building having height of 15 m or above (irrespective of its occupancy). As such a 5 storied & above Building is considered a high rise building. In view of this, it is requested to kindly revise the clause as: The Bidder/Agency should have satisfactorily provided PMC Services for	The original conditions shall prevail.

				at least one Multi-storey Building with minimum (G+4) Floors in the last 7 years.	
3		Sl. no. B1 of Technical Proposal Marking Criteria Page no. 11	Civil Engineers (B. Tech./B.E. & Above) 301 Engineers & Above: 4 Marks Between 101 to 300 Engineers: 2 Marks Less Than 100 Engineers: 0 Marks	is requested to kindly revise the clause as: Civil Engineers (B. Tech./B.E. & Above) 125 Engineers & Above: 4 Marks Between 100 to 125 Engineers: 2 Marks Less Than 100 Engineers: 0 Marks	The original conditions shall prevail.
4		Sl. no. B1 of Technical Proposal Marking Criteria Page no. 12	Average Annual Financial turnover in last three financial Years ending March 2023 Above 1200 Cr- 10 Marks Between 900 Cr-1200 Cr- 5 Marks Between 600 Cr-900 Cr- 3 Marks	As per standard norms of tenders published by Govt. /CPWD/PSUs, average annual turnover requirement is one-third of the value of the consultancy. In this tender, the value of consultancy is not more than 50 crore. Even if the value of Project is considered, the minimum requirement of turnover shall not be more than 200 Crore. In view of above, it is requested to kindly revise the clause as: Average Annual Financial turnover in last three financial Years ending March 2023 Above 500 Cr- 10 Marks Between 300 Cr-500 Cr- 5 Marks Between 200 Cr- 300 Cr- 3 Marks	The original conditions shall prevail.
5		Sl. no. D of Technical Proposal Marking Criteria Page no. 12	MMR Experience of PSU for Presentation-5 Marks	The same may kindly be reviewed and waived off as Bidder's technical experience/expertise is independent of geographical locations.	The original conditions shall prevail.

Annexure I – Scope matrix for Architect & PMC Services.

A) Scope of Architect

The bidders may note that the scope of architectural firm to be appointed & paid by IIM Mumbai (**Appointment of Architectural consultant & their fees is not in the scope of PMC**).

PMC shall coordinate with IIM Mumbai, Architectural firm and statutory authorities for:

- a) Preparation of conceptual drawings, approval from IIM Mumbai
- b) Site survey and soil investigation work on approval by IIMM.
- c) Preparation of Design Based Report (DBR) for, Architectural, Structural, MEP, IT services for the approval from IIMM.
- d) Obtaining all the required statutory clearances for commencement of construction.
- e) Preparation of Tender drawing/ Design and working drawings.
- f) Proof checking of Designs from the experts nominated by IIMM.
- g) Preparation of BOQ, Technical Specifications & Special conditions of contract.
- h) Release of working drawings including BIM models.
- i) Revision in the drawing as per site condition.
- j) To provide all assistance to PMC/Contractor for Preparation of as built drawings indicating all the services like electrical, HVAC, Firefighting, water supply and drainage lines.
- k) Approval for various samples like granite, marble, vitrified tile, ceramic tile, PH fittings and fixtures, Electrical fittings and fixtures and door fittings and fixtures etc. in consultation with IIMM.
- l) Obtaining all the necessary statutory clearances, GRIHA approvals or approval of any other regulating body for occupation of the buildings.

A) List of Reimbursable expenses to Architect.

- Proof Checking of Structural Design.
- Actual Fees payable to Statutory Authorities such as Chief Fire Officer / MCGM or BMC /EIA /PCB /AAI /CRZ etc., if any, with prior approval of IIM Mumbai
- GRIHA Registration Fees
- Detailed Site Survey
- Geo-technical investigation

- Topographic Survey.

B) Detailed Scope & Responsibilities of PMC

1.1 Objectives

The PMC shall function completely under the supervision as well as specific principles and guidelines laid down by IIM Mumbai and rules, regulations and norms of MHRD GOI. However, the following objectives are to be achieved through PMC for new campus development of IIM Mumbai:

- To assist the Institute in Preliminary Surveys and Investigations:
- To review all activities associated with architect for correctness and completeness.
- to Obtain statutory approvals which are not covered in the scope of the Architect for commencement of construction work and handing over of constructed facilities to the Institute. Assist the Architect to obtain the statutory approvals under his agreement.
- Bid process management on the guidelines approved by the Institute and submit clear recommendations for approval and award of construction / other associated works/services etc.
- Comprehensive supervision of project implementation activities carried out by the Contractors i.e. the project implementing agency selected through open tendering to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the contract documents. Ensure high standards of quality assurance in the execution of work, completion of the work within the stipulated time frame and handing over of the constructed facilities to the Institute.

The Project Management Consultant shall provide all other consultancy services by acting as authorized technical execution experts required for satisfactory completion of the project for IIM Mumbai. They shall be fully responsible for timely completion of the project with achievement in providing good quality & economy.

- The PMC shall provide assistance to IIM Mumbai for finalizing the detailed drawings and design by Architect to the satisfaction of IIM Mumbai.
- PMC will also assist IIM Mumbai for verifying and approval of Preliminary/detailed estimate. **They shall 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 as per CVC guidelines and submit their recommendation to IIM Mumbai for appointment of Contractor. The work order on executing agency shall be placed by IIM Mumbai on PMC's recommendation.
- 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.
- 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 & other agencies 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 (with or without liquidated damages)
 - 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) PMC 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 with PMC.
 - o) Any services concerning to the furniture and library equipment's computers are included in the scope of consultants.
 - p) **The project execution period shall be 72 (seventy-two months including monsoon period) months for construction.**

The detailed stage wise responsibilities of PMC are given below.

1.2 Responsibilities of the PMC

1.2.1 Selection of Architect/ Design Consultant by IIM Mumbai

The IIM Mumbai will select the Architect / Design Consultant, Place the order & release payment to the architect directly.

The scope of work would be to assist IIM Mumbai in the development of the permanent campus from the beginning to completion or handover stage. The heads which comprise the services the PMC is expected to render are:

- (i) **To review** Overall design of campus to including Master Planning of Campus, detailed architectural designs of all Buildings, Structural designs, MEP Services **prepared by the architect / Design consultant.**
- (ii) **To assist, co-ordinate with the architect on behalf of IIM Mumbai to obtain all type of statutory approvals, vetting of design, periodical changes in the drawing as & when required for the project implementation.**
- (iii) Overall project management and contract management for timely completion till contract closure.
- (iv) Overall supervision & monitoring of planned project, Quality Assurance, Safety adherence
- (v) Monitoring project outcomes.
- (vi) A list of reimbursable expenses to be made to architect by IIM Mumbai for paying to local bodies towards fees is attached with the Architects scope for reference.

While it is not possible to list out every detail of the scope of services required, the major aspects are listed below.

12.3 Specific Responsibilities of PMC

- a. After selection of PMC, an AGREEMENT will be signed mutually with detailed terms and conditions.
- b. Subsequent to signing of the Agreement, the PMC shall take possession of all encumbrances.
- c. free site from the Owner and shall nominate a responsible Team Leader for execution of the project under intimation to the Owner.
- d. The Overall planning of the project shall be done by the PMC. The PMC shall assist & co-ordinate with the architect for preparing detailed estimates, structural and service drawings required for execution of the project after getting the concept and specification approved by the Owner. While detailing the scheme, PMC shall provide only those requirements, decided mutually between the Owner & the PMC.
- e. To keep record of Engineering, design, preparation of drawings & relevant documents, vetting of drawings submitted by Architect as well as any external agency / consultant etc. shall be within the scope of PMC.
- f. PMC shall verify preliminary/Detailed estimate of cost of the various items of work submitted by Architectural consultancy as required by Client on CPWD plinth area rates (where ever applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, Market rate Analysis to be worked out as per standard methods and will submit to the owner for its approval. They should ensure that each item submitted by Architect based on CPWD/Market rate are genuine & workable.

- g. PMC shall be responsible to get executed the works at estimated cost inclusive of agency charges for project management and planning, consultancy services. In case at detailed design/ execution stage, if there is an increase in this anticipated cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/ administrative justification to the Client.
- h. The PMC shall prepare the package wise tender documents after receiving inputs like BOQ, Technical specification Special conditions of contract etc. The final tender shall comprise of the technical specification, BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders as per CVC Guidelines.
- i. The PMC shall invite open tenders for award of the work. However, the same will be monitored by the authorized representative of Client. The work order to the contractor shall be released by IIM Mumbai on recommendation of PMC.
- j. PMC shall be wholly responsible for any observations / comments / defects pointed out by C.T.E/C.V.C/C.A. G in the planning & procedures of execution of this project.
- k. The PMC shall check & verify the monthly running bills submitted by contractor along with all necessary documents & forward the same to IIM Mumbai within 10 days of its submission for releasing payment to the contractor. IIM Mumbai will take minimum 1 to 2 weeks for release the payment directly to contractor
- l. PMC shall be fully responsible for the timely completion, the quality adherence and structural safety of the construction. The PMC shall also arrange periodical third party inspection of the works. The expenses for this third party inspection shall be borne by the contractor.
- m. Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.
- n. The PMC shall, unless otherwise specified, be fully responsible for procurement of all materials and services for the construction activities by the contractor.
- o. During the various stages of execution, PMC shall submit monthly progress reports with site photographs.
- p. PMC will submit Performance Guarantee @ 5% of the fees payable to PMC in the form of Bank Guarantee before execution of agreement, which would be kept valid up to 1 year after completion of the work i. e. up to the defect liability period.
- q. PMC shall strictly adhere to quality norms as per specification for various works as per standardization and engineering practices in India. PMC shall also ensure adherence of the above stipulation by its contractor/ sub-contractor/ agencies engaged by them.

- r. Extra items, deviation etc. if any beyond the scope of the approved design, drawing and technical parameters shall be executed/ carried out with due written consent of Client.
- s. The residential and office building should satisfy the silver standard of Green Building Construction with Intelligent Building Management System, Energy Efficient and Barrier Free Buildings in accordance to norms prescribed and settled by the statutory authority and will aspire to achieve a 3-4-star compatible green building vetted through the appraisal processes as outlined by GRIHA. This should be incorporated in the tender document floated by PMC with presumption that rates quoted by the executing agency includes the cost of the same and no additional payment for same will be made.
- t. The entire campus will be so planned, designed with all engineering needs and executed that there is zero waste disposal outside the IIM premises. All the arrangements for solid waste management, recycling of waste water & garbage waste by implementing latest technology, sewage and waste water treatment and all such works not mentioned herein but required for the zero waste disposal shall be within the scope of PMC. PMC shall ensure that the same are incorporated in the drawing by the architect/design consultant.
- u. The entire campus will to be so planned, designed and executed that the campus remains self-dependent for its energy needs by way of providing solar energy. All such works relating to this will be within the scope of PMC, who will ensure that these works are incorporated in the scope of the Contractor. PMC shall ensure that the same are incorporated in the drawing by the architect/design consultant.
- v. The PMC will depute domain experts to assist & ensure architect for conceptualization, planning and designing of the project, based on the functional requirement to prepare the concepts through presentation, with rough cost estimate along with cost benefit analysis of the Green, Energy Efficient and Intelligent features of the respective buildings. In case the Client is not satisfied with the proposed concepts, it will have to be modified/re-structured and presented again for Client's approval. Upon approval of the concept by the Client, further works will be undertaken.
- w. The PMC in coordination with the architect will be required to submit all drawings / documents in soft copies along with hard copies thereof. Exact number of hard copies of individual drawings / documents will be decided by the Institute and will be informed to the PMC after issue of LOA.
- x. The scope of work delineated in this RFP are indicative only. The PMC shall be required to perform all the activities of work required for successful completion of the project in all respects, without any extra cost, even if these works are not specifically mentioned in this RFP.

12.4 Responsibilities of the Client i.e. IIM Mumbai

- a. The client shall demarcate and make available the site for individual structures free of all encumbrances or charges.
- b. The client shall exercise its responsibility as the Owner of the Project by signing the drawing required for Statutory Authorities and also by giving necessary authorization to PMC to follow up for securing approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, the client shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.
- c. Authorized person/persons of client may inspect and check the 'Construction Work' from time to time to see that the works are being constructed as per drawing & specifications as provided in the approved project. If during the inspection, any defects or variation without the written request/ consent of the client is found shall be rectified by the Execution agency at their own cost.
- d. Client shall release the funds/ payments against bills/request of PMC to ensure that the progress of work should not hamper due to non-availability of fund.
- e. Client shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project on recommendation of PMC
- f. The owner/client may hand over the site in phased manner. In case of delay in handing over of any part of site for any reason whatsoever be, the client/owner will not be liable for any compensation on this account.

12.5 General Services to be provided by PMC:

- a. The PMC Will Monitor, coordinate, manage, evaluate and administer all project processes including activities of various participants in the project in accordance with approved project requirements, specifications, Schedules, Budgets, Quality, Health Safety & Environment (HSE) parameters. PMC shall ensure that all necessary documentation is collected, checked, suitably communicated, filed and submitted to the Institute for record.
- b. PMC shall supervise all the works, check and certify all measurements and bills and recommend for their payment. PMC shall keep the Institute informed through a well-designed Management Information System (MIS) on the physical & financial progress of the Project at regular intervals or as directed by the Institute.
- c. The PMC shall check & maintain documents of all the materials & test reports submitted by contractor or any agencies.
- d. PMC shall ensure that all project activities are in accordance with the latest National Building Codes (NBC), Indian Buildings Congress codes of practices, rules, regulations & norms of HRD, Govt. of India and relevant provisions of any other codes / manuals / circulars, CPWD & other Govt. of India guidelines, as required for planning, construction and operation and maintenance of the constructed facilities.
- e. To ensure implementation of all project processes, PMC shall follow up with government agencies and provide all requisite information, support and assistance to the Institute, all appointed consultants including their sub-consultants and all other individuals, agencies and organizations as may be deemed fit by the Institute during the entire period of contract.

- f. PMC shall be duty-bound to act on the directions of the Institute in all project matters but the Institute shall in no manner whatsoever be bound to act on the advice of PMC in any matter related to the project. Besides regular site supervision by professionals posted at site, PMC shall depute, with prior approval of the Institute, highly qualified and well experienced experts / professionals from different disciplines for periodic monitoring, supervision and evaluation, on routine basis during the entire period of contract, at their own cost and arrangement.
- g. The status / designation / qualifications of the representative(s) of PMC who will be allowed to deal / interact with the Institute and/or its representatives, the Architect, other consultants and designated committees / groups etc. shall be the matter of discretion of the Institute; and the decision of the Institute in this regard shall be final and binding on PMC.
- h. PMC shall respond to the queries raised by the Institute within 7 days or lesser time considering the nature of query and its impact on the project.
- i. PMC may engage, at its own cost but with prior approval of the Institute, the specialized sub-consultants, considered suitable, for the part of services which may require specific expertise subject to the condition that the overall responsibility of performance under the contract shall always lie with PMC only.
- j. PMC shall be required to work in close coordination, provide requisite information and be available for meetings with the Architect and other persons / organizations associated with the planning, construction in all such matters as directed by the Institute.
- k. The decision of the Institute will remain final in all matters and PMC shall be bound to execute such decisions to the satisfaction of the Institute.

12.6 Support and Co-ordination services.

- a. PMC shall be required to organize, conduct, participate in and minute all Agendas & meetings regarding the project at any date, time and place as directed by the Institute throughout the project period and prepare the minutes of meeting and issue the same after the approval of the Institute.
- b. The Institute expects PMC to conduct routine monitoring and coordination meetings on daily and weekly basis at site / Institute to help all consultants, contractors, vendors and other agencies in the process of demonstration, review, comments and the Institute inputs on the work progress and to ensure monitoring of project implementation. The minutes of such meeting needs to be supplied to the Institute.
- c. PMC shall, without question or fail, provide knowledge transfer and handover, including transfer and/or cessation and/or conveyance of physical possession and/or custody wherever applicable, of all material or de-materialized project constituents, to the Institute and/or other agencies appointed by the Institute, as and when desired by the Institute.
- d. PMC shall provide full coordination including required administrative / secretarial support and full assistance to the Institute and / or other agencies appointed by the Institute, in all project related legal matters and other mandatory compliances including but not limited to preparation and processing of responses to all audit authorities/ vigilance authorities/ RTI questions and any others, handling all related

communications and facilitating inspections by such authorities, to the extent as and when desired by the Institute, throughout the entire duration of the contract and without question or fail.

- e. PMC shall brief the Institute in a timely manner and keep it fully informed on the status of various stages of statutory, legal and other project related matters and compliances; and shall bring to the Institute's notice, well in advance, all consequent necessary actions required keeping in mind the project milestones.
- f. The Institute, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP, in the interest of timely and qualitative completion of construction works at the risk and cost of the PMC.

12.7 Pre-construction Stage:

1. Statutory Authority Approvals for the Project

- a. The PMC shall obtain all statutory approvals (**which otherwise are not covered in the scope of the Architect**) from statutory authorities for both commencement of construction work of project and occupancy certificate before hand over of the facilities of the campus.
- b. The PMC will prepare a list of all applicable statutory approvals taken from statutory authorities for both commencement of construction work of project and before hand over of the facilities of the campus to the Institute along with the documents required to be submitted for getting approvals, name and address of the concerned department, expected time required to obtain approvals, statutory fee details and submit to the institute and take action to acquire the approvals accordingly. All relevant drawings required to be submitted to the concerned authorities for obtaining statutory clearances/approvals shall be supplied by the Architect. The Institute will issue necessary official requests/letters wherever required. All the plans shall have to be accepted by the Institute before submission for statutory approvals.

2. Design support by PMC:

- a) Ensuring adherence of design to energy efficiency of the building and other best practices of building design;
- b) Civil and Structural design and engineering of all the buildings/components of the Project. PMC will ensure the soundness of the civil and structural design.
- c) To ensure compliance of the Vetting of civil and structural designs and drawings by IIT / NIT or any other reputed Institute / Architect / SPA / Consultants with the prior approval of the Institute. The PMC will follow up with these institutes for timely vetting so that work doesn't suffer.

3. Preparation of Tender documents of the Project

- a) The architect shall provide detailed BOQ with rates, Special condition of contracts, technical specifications, list of approved makes, and tender drawings only.
- b) The PMC, in consultation with Architect /Design Consultant, shall recommend to the institute about the optimal numbers of tender packages required to be prepared for successful completion the of project.
- c) Tender documents shall be prepared accordingly by the PMC in consultation with IIM Mumbai. The tender document shall be vetted and finally approved by IIM Mumbai before its publication. However, under exceptional circumstances depending upon the specialized nature of work, more agencies may be deployed by PMC with the prior approval of Institute.
- d) The PMC will publish/upload the tender notice in various newspapers/ websites for adequate publicity of the tender.
- e) The tenders shall be invited through e-tendering. All the process of e-tendering shall be carried out by the PMC.
- f) The PMC, along with the Architect and the Institute, will solicit and conduct pre-bid meeting with the prospective bidders. The PMC, architect along with the team of sub-consultants, if any of the respective fields, will be available for discussion in person with the prospective bidders as required during the pre-bid meeting.
- g) The PMC in consultation with Architect will prepare the replies / clarifications of all the pre-bid technical queries and submit to the Institute for its approval. Pre-bid queries reply will be uploaded on all the appropriate places after the approval.
- h) Site visit for prospective bidders will be arranged by PMC.
- i) The Govt. of India, CVC guidelines for entire e- tendering process till the award of work shall be followed.
 - a. Finally, the PMC will submit the clear recommendation on the name of the successful bidder for the award of work to the Institute. Work order shall be placed by IIM Mumbai.
 - b. Similarly, the PMC shall also carry out the tendering process for the finalization of other works/services related to project work of different disciplines.
 - c. The PMC shall be the Member Secretary of all the meetings between the contractor(s) and the Institute. Minutes of all such meetings will be subject to the approval of the Institute.
 - d. In all matters of selection of contractors/agencies for any work/ services the final authority to decide will lie with the Institute.

12.8 Construction Stage:

A) General Services

- a) Review the detailed work programme, suggest modifications, if any and approval of the work programme of the Contractor appointed for the execution of work in consultation with the Institute keeping in view the overall interest of the project.

- b) Review and approve the Construction Methods proposed by the contractor(s) for carrying out the works to ensure that these are satisfactory with the technical requirements, project implementation schedule and environmental aspects as well as safety of workers, personnel and the general public.
- c) Review and ensuring conformity of Contractor's securities of the contracts in approved formats.
- d) The PMC shall ensure compliance of all rules of Government of India, **HEFA** (Higher Education Funding Agency) and the State Government as required by the Institute, relating to the execution of the Project.

A.1 Construction Supervision & Technical Support

- a. Regularly interact with the Architect, Contractors and the Institute to resolve all issues related to project execution before the construction and during the construction till handing over of works. Preparation and release of good for construction drawings to the satisfaction of the Institute and to ensure that extra items are minimized.
- b. Arrange for clarifications and/or resolution of conflicts pertaining to construction drawings, specifications and engineering problems.
- c. Approve or arrange to approve contractor's shop drawings and documents for equipment and services installations, as required.
- d. Approve of material samples, test reports and other certifications and submittals by suppliers and contractors for conformance to drawings and specifications, as required.
- e. Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the approved drawings.
- f. Carry out regular inspection of the Contractor's equipment, plants, machineries, installations, housing and medical facilities etc. and ensure they are adequate and are in accordance with the terms and conditions of the Contract and Government's instructions in this regard.
- g. To check/supervise the quality of materials and/or work for approval or disapproval of the same.
- h. Suggest modifications / revisions in the contractor's execution method, material sources etc.
- i. Maintain records, working / as built drawings, test data, details of variations, correspondence and diaries.
- j. Check all concrete mix design proposed by the contractor wherever required and in due time and suggest modifications in the mix design, laying methods, sampling and testing procedure and quality control measures, to ensure required standard and consistency in quality at the commencement of times.
- k. PMC shall assist the Institute for the identification of areas for material storage, identification of areas for plant & machinery required for the Project.
- l. In case of any discrepancies, PMC shall bring the same to the notice of the Institute and the Architect. PMC shall coordinate the inclusion of the necessary design and/or layout modifications including services etc. on design drawings as per site requirements. PMC shall seek the Institute's approval for any such changes before implementation at site.
- j. Inspect the works on substantial completion before handing over to Institute and report to Institute on any outstanding work to be carried out by the contractor during the Defect Liability Period.

A.2 Project Quality Assurance/Quality Control

- a. PMC shall perform all duties of quality assurance of works and carry out comprehensive technical supervision of the works to ensure conformity with approved designs, specifications for materials and workmanship, adopted QA/QC and Health, Safety and Environment (HSE) procedures, applicable relevant standards and codes and sound engineering practices.
- b. PMC shall ensure suitable and sufficient tests on materials and equipment as required including random checks for conformance with specific requirements of contract documents, and document results of the tests. Besides, assessment and checking in the laboratory and the scheduling, supervision and vetting of field tests carried out by the contractors. PMC may also carry out independent tests as necessary, as and when desired by the Institute, for quality assurance of the works at contractor's own cost. PMC shall maintain completed records of all test results including supplier's material tests.
- c. PMC shall review and approve the test results/certificates and wherever tests indicate lack of conformance, it shall initiate action to secure conformance including additional tests as considered necessary to establish quality of the work desired.
- d. PMC shall note deficiencies in the contractor's work, cause, corrections to be made, and check the remedial work and facilitate to rectify the deficiencies as per approved methods / BIS provisions. Moreover, PMC will not be discharged of their responsibility to get the defects rectified.
- e. PMC shall check that various products guarantees are available for sufficient period.
- f. PMC shall conduct monthly technical quality audit in co-ordination with the Institute.
- g. Review the contractor's testing laboratory at the site, testing and manning facilities available and assess their adequacy for proper and due execution of works. In case facilities are found to be inadequate / deficient for the proposed works, the PMC shall suggest appropriate augmentation of such facilities. However, in the meantime, the PMC can get the required test done from the established / recognized laboratories or from such Technical Institutes which have facilities at the expense of the contractor.
- h. For the purposes of independent testing, wherever required, all materials/ equipment shall be sent for testing / calibration to the Laboratories that are accredited by NABL (National Accreditation Board for Testing & Calibration Laboratories).

A.3. Health, Safety and Environment Requirements

- a. PMC shall ensure that while carrying out the works under the assignment the contractors, if any, shall place due importance and regard to all overall aesthetics, ambience, topography and eco system of the site.
- b. PMC shall also take due precautions to ensure all necessary compliances for Environmental and Health & Safety requirements at site as well as at Contractors labour camps, if any, in the project site. All statutory obligations with regard to engagement of labours as per labour law etc., will be the sole responsibility of the PMC.
- c. PMC shall ensure the highest standards of safety, security and health for all workers of all contractors and other agencies and also all other persons entering the site in conformance with legal provisions, codes, standards and good practices. PMC shall also conduct training / orientation and briefing of all workers and visitors in this regard. Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the PMC/contractor(s) shall be responsible for

compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the Institute against any claim on this account. During execution of work any certificate or instructions, however, shall in no way absolve the PMC/Contractors from his/their responsibility, as an employer, as the Institute shall in no way be responsible for any claim. The PMC / Contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their duties and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The PMC/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

A.4 Measurement and Processing of Running Account Bills

- a. Recording of measurements (as per laid down procedures / standards / practices) for all items of work done including extra items. PMC will be solely responsible for recording of measurements with due accuracy / authenticity as per laid down norms / guidelines.
- b. Hundred percent checking of measurements of work, certification of Consultant / Contractors running account and final bills of the works, executed in accordance with the contract conditions after ensuring deductions of statutory taxes.
- c. Forwarding of above bills to the Institute for the purpose of release of payment after due scrutiny/checking within the time frame as specified in the respective contract. IIM Mumbai will directly release the payment of certified bill to contractor on recommendation of PMC.
- d. Co-ordinate with the Institute for timely release of payment for verifying bills, invoices and payments.
- e. Check and solicit rate analysis for extra items of work and forward the same for approval by the Institute before execution of the same at site.
- f. Prepare reconciliation statement of various materials received and consumed at work such as steel, cement etc. brought to site and submit with monthly running account bill of contractor(s).
- g. Check the quantities exceeding the contract quantity and inform the cost implications to the Institute.
- h. Measurement Books (MB) will be maintained by the PMC and the same will be countersigned by the authorized authority (ies) of the Institute.

A.5 Contract Management

- a. PMC shall maintain complete records for contract orders from award to final acceptance, payment, and close-out including:
 - i. Contracts and purchase orders along with record of all day-to- day correspondences and meetings including contractual issues with all the Contractor.
- a. Progressive payment records.
- b. Drawings and specifications, clarifications including all changes, deviations and substitutions, which have been evaluated, estimated, negotiated, and/or accepted.
- c. Maintain the logs for Bank Guarantees, Contracts, Contract Amendments, Change Notices, incoming & outgoing correspondences, workmen compensation policies, PF Challans, Labour license, Health and other Insurance policies, Contract Schedules, Back charges, Invoices, etc. for all contractors.

- q) PMC shall prepare monthly progressive payment estimates and facilitate and administer systematic and reasonable progressive payments.
- r) PMC shall review, appraise and administer claims for items of extra work or change in the terms of the contracts. PMC shall negotiate with contractors to resolve claims, including documentation of the rationale for resolution and submit relevant justification notes for any eligible claims to the Institute for approval. PMC shall develop change orders / amendments 40 to incorporate the work covered by claims into the appropriate contract or purchase order after the Institute's approval.
- s) PMC to manage all the Contractual issues with the Contractors in such a way that there is minimal cost and time implication to the Institute.
- t) PMC shall administer all requests for extension of time, if required, from the Contractors. PMC shall negotiate an equitable adjustment in time and submit an approval note to the Institute with detailed schedule analysis, cost impact, if any, for approval.
- u) Preparation and processing of all project related legal matters and other mandatory compliances.

A.6 Progress of Work

- a. Implement a system for monitoring the progress of work based on computer based project management techniques.
- b. Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- c. Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- d. Shall investigate and initiate early actions with regard to the delays in the execution of works. The Team Leader of the PMC Team shall explain in his monthly progress and special reports, the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the PMC shall be objective and shall substantiate any event / recommendation with factual data and information.
- e. Maintain the hindrances register which shall record any hindrances caused to the progress of the works, duration of such hindrance, date of clearance of such hindrances etc.
- f. PMC shall inform the Institute about each such potential change in design and construction from the approved drawings, plan of execution and construction quantities, which may have cost or schedule impact, at least two (2) weeks in advance for identification of change with detailed analysis for acceptance and propose a plan to mitigate the same; and for emergency cases, PMC shall identify the change with analysis to the Institute for approval within 2 days.
- g. On acceptance of the Institute, PMC shall prepare and submit a deviation report of identified change / deviation in cost and schedule within 5 days of approval of change. The report shall include, but not be limited to the following:
 - i. Reason for change, cost and schedule impact, cost analysis report, recovery schedule and recommendations to reduce time and cost impact.
 - ii. Monitor, report and Maintain a log of identified and approved changes and submit it to the Institute on regular basis and as and when needed by the Institute.

A.7 Project Completion

- a. Prepare and submit completion reports and drawings for the project as required for obtaining NOC/Completion certificates from statutory authorities, as required.
- b. PMC shall engage in verification of the physical construction and installation of the various facilities and systems of the project towards or after completion in coordination with the Architect and the Institute.
- c. PMC shall arrange for, coordinate and verify the contractors or supplier's corrections, modifications and adjustments, if any, to equipment and systems prior to final acceptance / handing over of each facility or system to the satisfaction of the Institute.
- d. PMC shall recommend the Institute's acceptance of facilities or systems from the contractors for operation and use after arranging for sufficient training to the end users / operators at the Institute for each facility or system as per the respective contracts.
- e. PMC shall establish, effect and monitor a program for identifying and rectifying defects during applicable Defects Liability Period including periodic monitoring and reporting. At the expiry of the Defect Liability Period, PMC shall make a final inspection and list the defects to be rectified prior to issue of final completion certificate.
- f. PMC to solicit from the contractors to supply trade files, documents, test certificates, performance warranties / guarantees, spare parts list, maintenance manuals, no claim certificate and transmit the same to the Institute in both hard copies and electronic formats.
- g. PMC to prepare the "as-built" drawings immediately on completion of each area. Reviewing, verifying and approving the "as-built" drawings incorporating all necessary corrections to all plans, drawings and other documents in coordination with Architect / Contractor and to the satisfaction of the Institute.
- h. sets of "as-built" drawings, besides digitized copies including all services; civil and structural design & drawings, calculation sheets, detailed measurements etc. and explain deviations, if any, from the original drawings and submit it to Institute for its reference and records.

A.8 Closure of Project

- a) Carryout comprehensive verification of all the works upon completion.
- b) Settlement of all accounts of the contractors.
- c) Prepare final project completion report(s), project expenses analysis, estimates and final account of expenditure in the format as desired by the Institute.
- d) Ensure that the constructed works and sites are cleaned and prepared for occupancy and use.
- e) Recommend to the Institute to issue completion certificates after the contractors have satisfactorily completed all work under the terms of their contracts and for final payment of the bills of the Contractors.
- f) Prepare and maintain the defect lists in consultation with Institute and ensure the rectification of defects if any.
- g) Monitor and ensure rectification of any defect with an objective to ensure commercial closing of the project.
- h) Solicit training from the contractors to the end users of the Institute on the use and operation of various systems / facilities installed before handing over to the institute for future operation and maintenance.
- i) Assist the Institute to settle the Audit/CTE's observations and arbitration cases etc., if any

- j) Provide all documents / reports / statements of facts / counter statements of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the hearings details, if any to the Institute.
The given scope of services is indicative and PMC will carry out all activities pertaining to successful completion of the project, without any extra fees.
- k) 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.
- l) They will also assist IIM Mumbai for settlement of all arbitration cases arised between IIM Mumbai & the contractor.
- m) 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.
- n) To work as conciliator in the event of any disputes arising between the parties before the matter goes to legal forum.
- o) 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.