

**Tender Documents for Project Management Consultancy**



**INDIAN INSTITUTE OF MANAGEMENT MUMBAI**

**INVITES**

**Request for Proposal**

**FOR**

**Providing Project Management Consultancy Services**

**For**

**Upgradation/ Additional New works and Annual Repair, Renovation and  
Maintenance for Existing structures in IIM Mumbai**

**Vol I**

**RFP Invited by**

**Chief Administrative Officer  
Indian Institute of Management Mumbai,**

**Powai, Mumbai 400087**

**INDIAN INSTITUTE OF MANAGEMENT MUMBAI**

**LETTER INVITING OFFER**

**IIMM/IPS/RFP-PMC/ANNUAL REPAIR/2024/07**

**Date: 03/09/2024**

**M/s.**

**Reputed Central Govt. Undertaking**

**Dear Madam/Sir,**

Proposals are invited from the Reputed **Central Govt. Public sector Undertaking** in the enclosed prescribed form by CAO on behalf of Director INDIAN INSTITUTE OF MANAGEMENT MUMBAI (IIM MUMBAI) for the work of Providing **“Project Management Consultancy Services for Upgradation/ Additional New works and Annual Repair, Renovation and Maintenance for Existing structures in IIM Mumbai”**

1. Engagement period shall be 03 years. IIM Mumbai may further extend the period for another 03 years on mutual agreed rates, terms and conditions based on their performance. However, the total engagement period shall be limited to the period when new infrastructure work of IIM Mumbai completed & put in use.
2. The bidder shall submit EMD of Rs. 1,00,000.00 along with the tender in the form of DD/ Cash/RTGS which shall be returned to unsuccessful bidder after award to successful bidder.
3. Immediately on receipt of Work order the EMD for successful bidder shall be converted to performance Bank Guarantee money & shall be returned to the bidder on total completion of work under this work order.
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> & <https://eprocure.gov.in/eprocure/app> (09.09.2024 to 19.09.2024).
5. There shall not be any Pre-Bid Meeting, however in case of any doubt following persons can be contacted.
  - a) Rohit Patil – 7028646492Any query may be sent through mail latest by 12.09.2024 up to 15.00 Hrs. after which no query shall be entertained. The mail ID for sending the query are given below.
6. The bids will be received online only (Offline bids are not required to be submitted) up to (Please refer bid data sheet) at the following address  
Email : 1) [cpssc@iimmumbai.ac.in](mailto:cpssc@iimmumbai.ac.in)  
2) [osd.ips@iimmumbai.ac.in](mailto:osd.ips@iimmumbai.ac.in)  
Phone no. 022 – 28573371 / 28035200 (Ext. 5553)/(Ext. 5639).

7. **COST OF TENDER DOCUMENTS: NIL**

8. **EMD – Rs. 1,00,000.00.**

## **INFORMATION TO BIDDERS**

### **A. INTRODUCTION**

The Indian Institute of Management Mumbai (IIM Mumbai) proposes to select a firm among reputed Govt. PSU (Central) as per the Request for Proposal criteria.

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.

Bidder must familiarize themselves with the site and local conditions and take them into account in preparing the bids. They should also submit an undertaking stating that they have visited and very well understood the site conditions and requirement of IIMM and quoting rates by considering all the aspect and shall not have any claim in this regard in future.

Bidder 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.

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.

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.

**Conditional offers will not be considered.**

**Offers submitted without EMD shall be rejected.**

The proposals, which are incomplete and have not addressed or fulfilled the requirements specified in tender Document, are liable for rejection.

If your organization qualify & willing to participate in the tender, please submit your offer along with all required documents online before the due date & Time to consider your bid.

Yours sincerely,

CAO  
IIM MUMBAI

**Enclosures:**

1. Tender document consisting Technical Bid & Financial Bid

## 1.0 BID DATA SHEET

### (Information to Consultants/ tenderer)

SN	Subject	Description
1	Client	Indian Institute of Management, Mumbai, Vihar Lake Road, Powai, Mumbai (MH) Pin 400087
2	Owner	Indian Institute of Management, Mumbai, Vihar Lake Road, Powai, Mumbai (MH) Pin 400087
3	Description of Work	Request for Proposal for Providing Project Management Consultancy Services for Upgradation/ Additional New works and Annual Repair, Renovation and Maintenance for Existing structures in IIM Mumbai.
4	Approx. value of work (Construction of work Value)	Project value approx. 10 Cr Annually including new work & annual maintenance works. The order shall be placed to bidder on <b>same percentage quoted by them &amp; same terms &amp; conditions for both the works</b> . The above value is tentative only and may likely to change both ways (+/-) as per actual estimate and execution.
5	Tender fees	NIL
6	Earnest Money Deposit	Rs 1,00,000.00 which shall be converted to Security Deposit.
7	Important Dates	
7a	Issue / Download of Tender	From 09.09.2024 , 11.00 Hrs to 19.09.2024 11.00 Hrs
7b	Date of receipt of written queries (online) on or before	12.09.2024 up to 15.00 Hrs, queries to be sent on <a href="mailto:osd.ips.@iimmumbai.ac.in">osd.ips.@iimmumbai.ac.in</a> & <a href="mailto:cpssc@iimmumbai.ac.in">cpssc@iimmumbai.ac.in</a>
7d	Last Date for submission of technical and financial bid	19.09.2024 , 11.00 Hrs online on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
7e	Opening of technical bid	20.09.2024 11.30 Hrs
7g	Opening of financial bid ( Only shortlisted parties)	24.09.2024 11.00 Hrs.
8	Validity of tender	180 days
9	Period Of Contract	Engagement period 03 years. IIM Mumbai may further extend the period for another 03 years on mutual agreed rates, terms and conditions based on their performance. However, the total engagement period shall be limited to the period when new infrastructure work of IIM Mumbai completed & put in use.
10	Performance Guarantee	EMD of RS. 1,00,000.00 for successful bidder shall be converted to PBG money.
11	Security Deposit	5% to be deducted from every bill
12	Price variation	NIL
13	Liquidity damages	Yes

14	Account details of IIM Mumbai	Bank name - State Bank of India Account Name - IIM Mumbai Main Account Current Account No. - 10007680096 IFSC code - SBIN0009055 MICR No - 400002117 Branch Name -NITIE Vihar Lake Branch Code - 09055
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The bidders shall submit the following information along with bids

## 2.0 Annexure I.1: Check List

Sl. No	Requirement	Specific Requirements	Documents Required	Documents Enclosed
1	Legal Entity	The firm should be registered under Indian <i>Companies Act, 1956/2013</i> .	Copy of certificate of Incorporation	Yes/ No
		The bidder/ Agency should be a Central/Public-Sector undertaking.	Article of Association or any Other Documentary proof	Yes/ No
2	Financial Capability	The Bidder/ Agency should have minimum average annual financial turnover of Rs. 25.00 Crores during last three consecutive balance sheet (i.e. FY 2020-21, 2021-22, 2022-23) duly audited & certified by Chartered Accountant.	Certificate of Chartered Accountant 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 & 2022-23) ending On 31-3-2023	Annual Audited Balance Sheets and ITR Forms for the last five financial years.	Yes/ No
		Net worth for during the last financial year ending March 2024	Certificate of Chartered Accountant with Registration Number and Seal	Yes/ No
3	Technical Capability	At least 10 years of experience in providing PMC Services for Building Projects.	Work Order/ Completion Certificate from Client	Yes/No
		at least one Multi-storey Building project with minimum 10 Floors.	Work Order and Completion Certificate	Yes/No
		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.	Office ownership/ Lease Document	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	Copies of relevant certificates of Registration: (1) GST (2) PAN Number	Yes/No Yes/No

## A) Eligibility Criteria:

The bidders must comply with the minimum eligibility criteria stipulated below-

1. The bidder/Agency should be a Central Govt. owned Public-Sector undertaking.
2. The Bidder/Agency should have minimum **Average Annual Financial Turnover of Rs. 25 Crores** during last three consecutive balance sheet (i.e. FY 2020-21, 2021-22 & 2022-23) duly audited & certified by Chartered Accountant.
3. The Bidder/ Agency should not be a loss-making agency during any two years in the last three Financial Years ending on March 2023 mentioned above.
4. The Bidder/Agency should have an existing office setup located in the Mumbai Metropolitan Region (MMR). Relevant supporting documents shall be furnished.
  - a. 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.

*Note: 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. Experience certificate for Partially completed work will not be accepted.*

## B. EVALUATION CRITERIA

The successful bidder will be selected based on “Quality and cost-based selection (QCBS)” method. The Agencies who fulfil the minimum eligibility requirements as per clause 3 and sub- clauses thereof shall be eligible to apply.

### Technical Proposal Marking Criteria: -

S. No.	Criteria	Evaluation Criteria	Supporting Document
<b>A</b>	<b>Technical Capacity of Bidder</b>	<b>Max. 35 Marks</b>	<b>Total -50 Marks</b>
1	Experience in providing PMC services for Construction of <b>Residential/Institutional/Academic Building</b> during last Seven years: Projects successfully completed costing at least 5 Cr.	Total Marks 25 1) 10 & Above projects – 25 Marks. 2) 07 to 09 Projects – 18 Marks. 3) Less than 06 Projects – 10 Marks	Work Order/ Completion Certificate from Client
3	Ratna Status to CPSEs	Maharatna / Navratna CPSEs-10 Marks Mini-Ratna CPSEs - 5 Marks	Supporting Document to be enclosed.
<b>C</b>	<b>Financial Capability</b>	<b>Max. 25 marks</b>	
1	Average Annual Financial turnover in last three financial Years ending March 2023	Above 50 Cr - 20 Marks Between 26 Cr - 50 Cr- 15 Marks Up to 25 Cr – 10 Marks	CA Certified Turnover Certificate with UDIN No.

Signature of Authorised Signatory with date & seal



S. No.	Criteria	Evaluation Criteria	Supporting Document
2	Net worth for during the last financial year ending March 2023.	For Positive Net worth - 05 Marks	CA Certified Certificate with UDIN No.
6	Should Have office in MMR Region	Yes - 10 Marks No – offer Rejected	Proof Of Office address in MMR Region shall be furnished.

1. **Technical evaluation once completed, the financial bid of only technically qualified bidder shall be opened.** Financial Bids of all those Bidders who scores a minimum of 40 marks (qualifying) out of 70 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 40 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 (Including HR & Presentation & Financial capability) will be allotted weightage of 70% and the financial proposals (Price Bid) 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.

### **3.0 PREPARATION OF BID**

**Section I - Technical Bid, and Section II - Financial Bid shall be submitted online only.**

**A) 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.

**B) 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).
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'.

**C) 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. All applications are to be **compulsorily** submitted online only. With additional information to be given as required to the Chief Administrative Officer Existing IIM Mumbai Campus. Once the applications are received, they will be screened to prepare a shortlist of applicants who may be invited to participate in the further stages of selection.
- vi. 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.

- vii. Section I-Technical Bid and Section II- Financial Bid shall be uploaded online on government cpp portal <https://eprocure.gov.in/eprocure/app>.
- viii. In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
- ix. Interested bidders have to necessarily register themselves on the portal <https://eprocure.gov.in/eprocure/app> to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get them registered at the aforesaid portal for which they are required to contact.
- x. For any technical related queries please call at 24x7 Help Desk Number 0120-4001002,0120-4001005,0120-6277787 International Bidders are requested to prefix +91 as country code Technical-support eproc@nic.in Policy Related cppp-doe@nic.in They may obtain further information regarding this tender from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.
- xi. No special character like! @, #, \$, %, &, \*, \_ to be include while saving the file/uploading. For proper uploading of the bids on the portal namely <https://eprocure.gov.in/eprocure/app> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s CPPP., directly, as and when required, for which contact details are mentioned above.
- xii. The IIM Mumbai in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents. The bidders shall ensure to submit the bid (Both online & Offline Compulsorily) well before the prescribed date & time.

#### **4) Scope of Work**

“Providing Project Management Consultancy Services for carrying out new / additional works/Annual Maintenance in and around existing structures. The work may include Demolition of Existing Structures, Construction of any New Structures in small packages (approx. value may be ranging from Rs 20 lacs to 500 lacs each work) which may include 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. (Estimated Annual Expenditure Rs 10.00 Cr).

#### **5) General Services to be provided by PMC: (As applicable to small works/Annual Maintenance works)**

- 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 liaise 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.

### **5.1 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.

## **5.2 Pre-construction Stage:**

### **1. Statutory Authority Approvals for the Project**

- a. The PMC shall obtain all statutory approvals, which 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.
- 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;

### **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) 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.
- c) The PMC will publish/upload the tender notice in various newspapers/ websites for adequate publicity of the tender.
- d) The tenders shall be invited through e-tendering. All the process of e-tendering shall be carried out by the PMC.
- e) 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.
- f) The PMC 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.
- g) Site visit for prospective bidders will be arranged by PMC.
- h) 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.

### **5.3 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 by the consultants, of suppliers and contractor's drawings and documents for equipment and services installations, as required.
  - d. Approve or arrange to approve by the consultants, 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.
- b) PMC shall prepare monthly progressive payment estimates and facilitate and administer systematic and reasonable progressive payments.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

## **B) Reports - Pre-Construction Stage**

The PMC shall prepare the requisite reports and forward it to Institute for final decision and will make a presentation on the report for discussion with the Institute as required. The PMC is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any, concerns about availability of, or access to, data, analyses, reports, questions regarding the scope of works and related issues and so on during Pre-Construction Stage.

All reports and documents prepared by the PMC shall be professional, precise and objective. The report formats shall be finalized in Consultation with the Institute. The PMC shall provide four copies/sets in electronic format each of the following reports to Institute.

- a) Commencement Report: within 30 days after commencement of services. The Commencement Report shall contain the project background, approach and methodology, details of all meetings held with the Institute and the decisions taken therein, the resources mobilized by the PMC. The report shall also include the indicative Work Program and Resource Mobilization for the Project.
- b) Prepare and submit design brief illustrating the Institutes quantitative and qualitative requirements.
- c) Review Reports of various draft submissions made by Architect.
- d) Draft Applications to obtain statutory clearances / approvals required from statutory authorities for Planning and construction stage, as required.
- e) Draft Bidding Document for selection of Contractor, tendering and Bid Evaluation Report. Draft Contract Agreement to be entered between Institute and Contractor.

### **B.1 Construction Stage**

- a) Commencement Report within 30 days after Commencement of work by Contractor;
- b) Construction Supervision Manual within 30 days after Commencement of Services/works;
- c) Quality Assurance (QA) Document within 30 days after Commencement of work by the contractor.
- d) Monthly Progress Report by the 5th day of month;
- e) If required daily & Weekly Progress Reports may also be submitted.

- f) Quarterly Progress Report by the 10th day of the month of submission; and Final Report at the completion of works/services.

The Contractor's work Commencement Report shall contain the Contractors Master Work Program and Resource Mobilization for the Project.

- a) The Progress Report (Monthly and Quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants' and the Contractors'), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment. The broad scope of progress reporting is as given under: -
- Report on progress of work for each activity stating: percentage progress of the activity; deviation from the schedule; status of the activity (critical, sub-critical, non-critical); status on material procurement and stock; cash-flow for each item of works as well as for the total project; monthly summary of percentage progress (physical & financial); and, Monthly summary of cash flow. Projections: Monthly projections of percentage progress, physical & financial; and Monthly projections for cash-flow.
  - Critical Activity: Report on the progress and status of critical activities; change of status from non/sub-critical to critical activity due to slippage; statement on slippage and remedial actions taken; and Effectiveness of the remedial action(s) taken in the previous month.
  - Review: Review the progress achieved in the previous month and revised schedule, if any and Review of any changes required in the schedule due to the reasons beyond the control of the Contractor.
- c) The QA Document shall be evolved on the basis of the relevant NBC, CPWD and BIS publications and recommendations contained in the widely used international practices on quality of construction materials and completed works. The document shall contain all relevant data formats for QA and QC and the acceptance criteria for materials and works. The document shall also contain the methods for the analysis of quality control (QC) testing.
- d) The final report on Completion of works will summarize comprehensive verification report of all the completed works by contractor, contractor's payments, claims, variation, settlements and commercial closing report. The report shall also comprise the brief of available campus facilities with requisite details of:
- Design/Construction Specifications
  - All relevant Correspondences and Submittal files
  - Facility wise Completion Reports
  - As-built Drawings
  - List of Materials used
  - Certified Tests and Reports
  - Civil/Sanitary
  - Mechanical/HVAC.
- e) 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.

- f) 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.
- g) 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.
- h) 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.

#### 5.4 Other General Terms & Conditions

1. The rates shall include cost of remuneration for staff (in the field and at headquarters), gratuity, provident fund, travel assistance, out of pocket expense (per diem), overheads, profits, accommodation (housing), transportation (for mobilization and demobilization), communication, equipment vehicles, office equipment, furniture, consumable etc.) printing of documents, surveys, training. etc. The rate shall remain firm and no price escalation shall be paid.
2. **Performance Guarantee;** - NIL.
3. **Retention Money-** 5% of the work done value shall be deducted from each running bill, which may be released after Defect Liability period of 6 Months.
4. **Liquidated damage:** In case of delay in completion of work beyond original/extended completion period for reasons pertaining to architect, an amount equivalent to 0.5% per week of delay and limited to maximum 5% of contract value shall be deducted. However, at any stage time extension without levy of LD is approved by IIM Mumbai the LD may be refunded.
5. All Taxes, and any other Statutory Levies etc. are included in the party's quoted rates.
6. Contractors bills shall be certified by PMC and directly send it to IIM Mumbai for payments. The payment to contracting agency shall be made directly by IIM Mumbai.
7. GST shall be paid extra as per actual.
8. **Engagement period** - shall be 06 years or till completion of New Infrastructure works whichever is later.
9. **Other Deduction** from PMC RA Bill
  - a) Income Tax as applicable (non-refundable).
10. **Defect Liability Period:**  
6 months from the date of handing over. In case of defects the same shall be replaced/made good at no extra cost.
11. **Time Schedule**

The total work to be completed as may be necessary to complete the assignment in all respects.

12. The Payment shall be made on submission of bills within 15 days.
13. All other statutory deductions will be made as per relevant act/rules/guidelines
14. The price shall remain firm and free of any escalation till completion of work.
15. In the event of slackness, delay and any other default on part of the party, IIM MUMBAI shall be at liberty to withdraw the work in part or full by giving a notice period of ten days and get the same executed at the risk and cost of the Party.
16. Both Parties shall make efforts to settle disputes, if any, amicable. Only if amicable settlement is not possible, the following clause shall be applicable.
  - a. 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 resolved as per government of India guidelines for settlement of commercial disputes between central public sector enterprises (CPSEs) inter se and CPSC(s) and Government Department(s) – Administrative Mechanism for Resolution of CPSCs Disputes (AMRCD). Vide office memorandum dated 14<sup>th</sup> December 2022 published by ministry of finance, Government of India.
  - b. In the event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSCs)/Port Trusts inter se and also between CPSEs and government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.
17. The contract shall be governed by the Indian Laws for the time being in force and only the Courts in Mumbai alone shall have the exclusive jurisdiction to entertain and decide any matter arising out of the agreement / contract.
18. The PARTY shall ensure compliance with all Central, State and Local laws, Rules, Regulations etc. as applicable. The PARTY shall keep IIM MUMBAI indemnified at all times against infringement of any Patent or Intellectual Property Rights.

## **6) Deliverable by the Consultant**

The Consultant shall submit for all disciplines of engineering the consultant shall submit DBR and preliminary drawings, cost for review by the Department, incorporate the comments, provide drawings/ details, provide tender drawings, BOQ, cost estimate, specifications etc.

The detailed construction drawings shall be issued for all the disciplines for execution. Design calculation/ details are also to be submitted with drawings for review and approval. Proof checking of all services through IIT/ NIT or approved by the Department. Necessary statutory approval for the project.

**i) The deliverables/ submission details envisaged under this agreement shall be supplied as specified in the following table:**

<b>S.N.</b>	<b>Description</b>	<b>No of copies</b>
1	Initial concept plan, Master Plan, specification, layout	3 copies
2	Initial design of all services	3 copies
3	Drawings for submission to local/statutory authorities	As reqd.
4	Good for Construction drawings for	4 Copies
5	Structural Drawings (structural drawing should be submitted	4 copies
6	Detailed working drawing for execution of work	4 copies
7	Completion drawings for submission to local authorities	As per actual reqd.
8	A soft copy of all drawings in AutoCAD and that of reports and statements in Microsoft Word and Excel	1 set

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

THIS Consultancy Agreement (hereinafter called the "CA") is made the ..... the 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, CAO, Indian Institute of Management Mumbai,  
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:

**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.



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.

CAO, 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.

## **7) Section – I: Technical Conditions**

### **7.1] Conditions of Consultancy Contract**

#### **7.1.1 GENERAL PROVISION**

##### **Definitions**

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

- "IIM MUMBAI" means the INDIAN INSTITUTE OF MANAGEMENT MUMBAI or its authorised representative.
- The Project Architect means the Architectural Consultants to whom IIM MUMBAI has entrusted the architectural, structural and services design of the Project.
- "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.
- "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.
- "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.
- "CCC" means these Conditions of Consultancy Contract.
- "Party" means the IIM MUMBAI or the Consultant, as the case may be, and Parties means both of them.
- "Services" means the work to be performed by the Consultant pursuant to this agreement, as described in Appendix –A hereto.
- "Consultancy cost" means the charges to be paid for the performance of Services under this Agreement.
- "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.
- "Site" means the property belonging to the IIM MUMBAI on which the Services will need to be performed.
- "Month" shall mean a calendar month.

#### **7.1.2 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.

#### **8.1 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.

## 8.2 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: CAO

For the Consultant: .....

(Enclose Authorisation by Authorised Signatory of the Consultancy Agency)

## 8.3 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.

# 9 COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

## 9.1 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 .

## 9.2 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.

## 9.3 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.

## 9.4 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.

## **9.5 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.

## **9.6 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.

## **10. TERMINATION**

### **A). 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.

### **B). 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 event to 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 as given above. 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.

### **C). Payment upon Termination**

Upon termination of this Contract, 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 for Services satisfactorily performed prior to the effective date of termination; and
- b) Reimbursable expenditures for expenditures actually incurred prior to the effective date of termination.
- c) 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.
- d) 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.

## **11.0 OBLIGATIONS OF THE CONSULTANT**

### **11.1 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.

### **11.2 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.

### **11.3 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.

### **11.4 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

### **11.5 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.

#### **11.6 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.

##### **11.6.1. Delay, Liquidated Damages and penalty.**

###### **11.6.2.1 Force Majeure**

- a) 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), confiscation or any other action by government agencies.
- b) Force Majeure shall not include:
  - i) any event which is caused by the negligence or intentional action of a party or such party's sub Architect or agents or employees, nor
  - ii) any event which a diligent party could reasonably have been expected to both [a] take into account at the time of the conclusion of this contract and [b] avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) Both parties have to keep a record of such conditions which delay the work and the time period for completion of the project will extend accordingly.

###### **11.6.2.2 No Breach of Contract:**

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

Measures to be taken:

A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with minimum of delay.

e) Extension of Time as a result of Force Majeure:

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

#### **11.6.2.3 Consultation:**

Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

#### **11.6.2.4 Responsibility for Delay**

Any delay on schedule, in completing the project other than the delay purely attributable to the Institute will be attributed to the PMC irrespective of the source of the delay. In cases of such delay, compensation, as specified in Clause 6.14.3 will be levied.

#### **11.6.2.5 Extension of Time**

Extension of time may be granted by the Institute, if reasonable and sufficient grounds as per assessment of the Institute exist for the delay by PMC in fulfilling their obligations. No financial claim of the PMC shall be entertained by the Institute attributable to such extension except the extension of time if agreed. The extension of time, if granted, will also be without prejudice to the right of the Institute to levy compensation from the PMC for the delay at a later date. The validity of performance guarantee shall also be extended accordingly by the PMC at his own cost.

### **11.7. Indemnity**

- a) The PMC shall indemnify and hold harmless the institute and each of its representatives, agents and employee against and from any claims, demands, damages or costs arising from the act/acts, neglect or omission of the PMC, its representatives, agents and employee including those causing death, injury or damage to property of any individual or party.
- b) 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 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.

## **12. CONSULTANT'S PERSONNEL**

### **12.1 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.

### **12.2 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.

### **12.3 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.

### **12.4. OBLIGATIONS OF THE CLIENT**

#### **12.4.1 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.

#### **12.4.2 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.

#### **12.4.3 Services & Facilities**

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

#### **12.4.4 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.



## **13. SETTLEMENT OF DISPUTES**

### **13.1 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.

### **13.2 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 resolved as per government of India guidelines for settlement of commercial disputes between central public sector enterprises (CPSEs) inter se and CPSC(s) and Government Department(s) – Administrative Mechanism for Resolution of CPSCs Disputes (AMRCD). Vide office memorandum dated 14<sup>th</sup> December 2022 published by ministry of finance, Government of India.

### **13.3 Arbitration clause –**

In the event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSCs)/Port Trusts inter se and also between CPSEs and government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

### **13.4 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.

### **13.5 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'.

### **13.6 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

### **13.7 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.

### **13.8 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 countersignature of 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 who 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's the responsibility of the consultant, in the event of works being executed during holidays or extended hours on any day suitable supervision and safety arrangements shall be made available.

### **13.9 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.

### **13.10 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.

### **13.11 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.

### **13.12 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.

### **13.14 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**

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.

### **14. Appendix C: Obligations of IIM Mumbai Assistance and Exemptions**

#### **A) 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.

#### **a) 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.

#### **b) PAYMENTS TO THE CONSULTANT**

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

##### **i) Mode of Billing & Payment**

##### **a) Billing and payments in respect of the Services shall be made as follows:**

- a) 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.

- b) 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.

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

1. Press cuttings, (including extended dates, if any.) for pre-qualification of Architects/Consultants; for Pre-qualification of Contractors; for Call of tenders.
  - (a) Register of sale of tenders
  - (b) 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 AFFECTIONG 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 counter signature.

## TECHNICAL FORMS

### **Annexure -1: Covering Letter**

**(ON BIDDER'S LETTER HEAD)**

[Location, Date]

To,

**CAO, IIM Mumbai  
Administrative Block, 1<sup>st</sup> floor,  
Indian Institute of Management Mumbai – 400087.**

### **Providing Project Management Consultancy Services for Upgradation/ Additional New works and Annual Repair, Renovation and Maintenance for Existing structures in IIM Mumbai**

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)**

S.N.	Description	Full Details
	Name of the Bidder	
	Address for communication: Tel: Fax: Email id:	
	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id: Address:	
	Registration / Incorporation Details Registration No: Date & Year. :	
	PAN Number	
	Goods and Services Tax Identification Number (GSTIN)	
	Annual Turnover Details FY 2022-2023 FY 2021-2022 FY 2020-2021	
	Net worth Details FY 2022-2023 FY 2021-2022 FY 2020-2021	
	No of Employees (Architect/ Engineers- Civil/Elec./Mech.) In the Organization.	

**Authorized Signatory**

Name and Designation with Date and Seal

**ANNEXURE-3: CA Certificate (Financial Details)**

**FINANCIAL CAPACITY OF THE APPLICANT.**

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Revenue (Rs)</b>	<b>Profit (Rs.)</b>
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]**

**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**

<b>Sl. No.</b>	<b>Name of the Assignment with details thereof</b>	<b>Name and Address of the Client</b>	<b>Project Cost in Cr.</b>	<b>Period</b>	<b>Remarks like GRIHA, Type of Project (Academic/ Residential etc.)</b>
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

**Tender Documents for Project Management Consultancy**



**INDIAN INSTITUTE OF MANAGEMENT MUMBAI**

**INVITES**

**Request for Proposal**

**FOR**

**Providing Project Management Consultancy Services**

**For**

**Upgradation/ Additional New works and Annual Repair, Renovation and  
Maintenance for Existing structures in IIM Mumbai**

**Vol II**

**RFP Invited by**

**Chief Administrative Officer  
Indian Institute of Management Mumbai,**

**Powai, Mumbai 400087**

**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) Over estimated cost of Rs. 10 Cr (Annually)	Amount quoted
1.	<p>“Providing Project Management Consultancy Services for carrying out new / additional works/Annual Maintenance in and around existing structures. The work may include Demolition of Existing Structures, Construction of any New Structures in small packages (approx. value may be ranging from Rs 20 lacs to 500 lacs each work) which may include Civil, Structural, Plumbing, Sewerage, Fire-fighting &amp; Fire Protection, Internal &amp; External Electrifications, Air-Conditioning, Lift and Escalators, Roads and Storm Water Drainage System, External Area Development, Horticulture &amp; all other Works required for total completion) etc. (Estimated Annual Expenditure Rs 10.00 Cr).</p> <p><b>A) When Architectural/Design Consultancy is not appointed/required for the work. Percentage to be quoted on estimated value of Rs. 10 Cr.</b></p>	<p align="center">%</p> <p>(Percentage of Estimated Cost of works)</p>	<p align="center">.....%</p> <p align="center"><i>In words</i></p> <p align="center">(..... point.....)</p>	
	<p><b>B) Extra on above when Architectural or design Consultancy are required to be appointed by PMC.</b></p> <p><b>Percentage to be quoted on estimated value of Rs. 10 Cr.</b></p>	<p align="center">%</p> <p>(Percentage of Estimated Cost of works)</p>	<p align="center">.....%</p> <p align="center"><i>In words</i></p> <p align="center">(..... point.....)</p>	
	<b>GST Shall be paid extra as per Actual.</b>			
	Total amount			

Signature  
(Authorized Signatory of Consultants)

Full Name:  
Designation:

## II – B: MILE STONES FOR PAYMENT OF CONSULTANCY CHARGES

1. The Value of work to be considered for calculation of fee shall be on actual executed corresponding construction cost. In case of IIMM asking for additional works to be included over and above the technically sanctioned one, this component will also be taken into consideration for calculation of architectural fee
2. The Terms of Payment for Part 1: **ARCHITECTURAL SERVICES** including Design, Providing Drawings for Architecture/ Structural/ MEP works, Preparation of Detailed Cost Estimates shall be as follows:

S. No.	Stage	% of Consultancy fee to be paid
1	On Completion of Preparation of concept Design and its approval.	30% of total consultancy fee payable for Part-1.
2	On Completion of Preparation of Preliminary Design & Drawings	30% of total consultancy fee payable for Part-1
3	On Completion of Preparation of Detailed Cost Estimates and getting approval from IIM Mumbai.	20% of total consultancy fee payable for Part-1
4	On Completion of Providing Good for Construction Drawings during execution of works	20% of total consultancy fee payable for Part-1

*Note: various Maintenance works shall not contain the scope of Part-1 and shall be directly started from Part-2. In such cases, the Payment for Part-1 shall not be given to the Consultant.*

3. The Terms of Payment for **Part 2: Providing Construction Management & Construction Supervision Services** for the project as per scope of work enumerated in Technical Conditions shall be as follows:

S. No.	Stage	% of Consultancy fee to be paid
1	On Completion of Preparation of Tender Documents and award of work to the contractor	10% of total consultancy fee payable for Part-2.
2	On Construction stage (Project management consultancy during execution).	80% of total consultancy fee payable Part-2.
3	On Completion of Post construction stage (Final as built drawings & handing over)	10% of total consultancy fee payable for Part-2.

## III – 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.

IV - D) **REIMBURSABLE EXPENSES:** The following expenses if required to be made by Consultant shall be reimbursed extra above payable fees. These works if required shall be done only after approval of IIM Mumbai.

**Reimbursable expenses to PMC**

1. Fees payable to Statutory Authorities such as Chief Fire Officer, BMC etc. if any with prior approval.
2. Detailed site survey
3. Geotechnical soil investigation.
4. Topographic Survey
5. Cost of travelling beyond Mumbai MMR Region for inspection of equipment's /goods on instructions from IIM MUMBAI and pre-approved by IIM MUMBAI.

**Note:** For the payment of the reimbursable expenses to the Consultant shall require submission of the original invoice (received from the concerned agencies) to the Client

