

# Indian Institute of Technology Bombay

NIT NO: IITB//PMC/EOI-RFP-PB/2022/1 Dated 07-09-2022

## Pre-Bid Queries

Name of work: - RFP Program Management Consultancy for IIT Bombay for the proposed development of Infrastructure works like Academic, Residential, Hostel buildings and related external services

Pre-bid meeting was conducted on 20.09.2022 at 10.30 hours at VMCC lecture Hall No 1

### A. General Response

1. Submission Date: The bid submission date is extended to **2022 October 26**
2. General Timeline of buildings
  - a. This information in this section is the ***most likely scenario*** however can change. IITB envisage more than 1200 Crores of work in the next 10 year and out that more than about 600 crores will be taken up in the next five years. These will form the scope of the present PMC.
  - b. **Buildings in the pre-project activity stage:** (i) Currently one hostel building (H19) of about 100 Cr is in the tendering stage and the work is expected to be awarded by Jan 2023. (ii) In addition, a second hostel of about 100 Cr is expected to be tendered by Mar 2023. (iii) One academic building (CoPT) of about 70 Cr may go for tendering by Jan 2023. (iv) Students Activity Centre (33 Cr) will be ready by mid-2023. (v) Second academic building (AB1/AB2) of about 100 Cr is under architect appointment stage and should be ready for tendering by late 2022. All these projects are expected to be part of the present PMC.
  - c. **Buildings in the planning stage:** The rest of the building projects that will come under the scope of this PMC has internal approval. This includes: (i) Academic Sciences Block 120 Cr, (ii) Married students' apartments Rs. 100 Cr. Few other projects are also in the concept stage. Once the PMC is appointed, the agency should start all the pre-project activities immediately. By mid-2024 all these projects should have started the construction.
3. Building Project Packaging
  - a. Almost all building projects have estimated cost more than 50 Cr. It is unlikely that any project will be less than 50 Cr. In case if any project is less than 50 Cr, we may combine with a bigger project so that each project will be normally in the range of 50-100 or in the range of 100-150. PMC agency can post CMS team according to Table B of the price bid document.

- b. However, PMC should be willing to take up ***independently at most 3 small projects*** which are in the range of 25-50 Cr and post CMS team according to Table B of the price bid document.

#### 4. Presentation for Evaluation

- a. During the presentation, the evaluation committee expects the PMC team should be in place and the top three personal (sl. no 1, 2, 3 of Table A in the price bid document) should be available. The rest of the PMC team should be decided by then.
- b. The signed copy of the presentation and any other documents presented during the evaluation will be part of the bid.

#### 5. Leave Policy

- a. PMC team: Except for national holidays and Sunday, the team should be available at IITB office daily. Casual Leave (CL) and Earned Leave (EL) should as per the standard company policy, be part of RFP or presentation during the evaluation. However, total leaves should not be more than IIT norms for their contract staff (30 EL+8 CL). If any PMC staff is on leave for more than a week alternate personal with prior approval of IITB should be posted.
- b. CMS team: Same as that of PMC team. However, they should be available of supervision of work irrespective regular office hours. Over time payment or any other incentives will be part of the price bid and IITB will not have any financial commitment.

#### 6. Office Space

- a. Office space provided will be covered space within one of the existing buildings of IITB. All the other requirements for the office must be met by the PMC consultant. This space is only for the PMC staff specified in Table A and about **300** square feet will be provided. IITB will be charging a space usage/license fee for this space. Currently this rate is Rs. **50** per square feet per month. The electricity charges will be as per prevailing market rate.
- b. Space for the CMS team as specified in Table B will be as porta cabins (or other suitable space) at site as part of the construction contract. There are no separate charges for this space.
- c. IITB will neither provide any transport facility nor reimburse any travel expense for local travel. Any outstation travel will be reimbursed if the travel is requested by IITB and with prior approval of Dean IPS. Hence, agency should have vehicles at their disposal for PMC and CMS team.

### B. Response to Specific Queries

Refer to the 7-page document in the **Annexure I**

No	Page No. /Clause No.	Existing Clause	Query by Bidder	Reply to Queries
1	Page No.7/20, Clause 2.3	Part I: Expression of Interest, Criteria for Eligibility	The RFP reads "The experience shall be supported with performance certificate of each completed work issued by the employer or his authorized representative" We would request the authority to kindly accept the completion certificate provided by the employer or his authorized representative as the performance of the consultant is provided in the certificate for the work.	IITB would accept the completion certificate as provided by the Employer or his authorised representative at the time of submission. However, if additional information is required, the same would be sought during scrutiny of the bids.
2	Page No.13/20	Part I:Expression of Interest, Annexure 1.5	It is provided for submitting of the Performance Report of works referred to in the Form B & C as per the format in Annexure 1.5 We would request the authority to kindly consider accepting the completion certificates provided by the Client and the Performance Certificate as per the Annexure 1.5 can be submitted after successful selection of the consultant for the work.	IITB would accept the completion certificate as provided by the Employer or his authorised representative at the time of submission. However, if additional information is required, the same would be sought during scrutiny of the bids.
	Page No.17/20	Part I: Expression of Interest, Annexure 1.8 Page No, Point No. 2 Technical Capability	<b>The RFP reads as</b> "The firm should have completed satisfactorily at least one assignments of minimum quantum of work specified, for Central Government, or an autonomous body of Central Government. The firm should have completed satisfactorily in projects in India the Program Management Services assignments for educational institutes/ universities or for commercial townships/ Residential/ Hostel during last 7 Financial Years ending 31-3-2022, with at least: (a) One assignment with a minimum cost of Rs 300 crores., OR (b) Two assignments with a minimum cost of Rs 200 crores, OR (c) Three assignments with a minimum cost of Rs 100 crores." <b>We would request the authority to kindly consider adding the word private projects as the Residential projects are mostly being carried out by the private clients</b>	Qualifying works can be private works; However, one work of minimum assignment should be of Central Government/state Government/an autonomous body of Central Government/state Government which is compulsory for qualifying
4	Page No.6/7 Clause No.5	Part III: Price Bid, 1.5, Clause No. 5 Manpower Deployment for CMS services	The RFP provides for separate manpower deployment for each building. Also for CMS deployment 5 positions of experts has been mentioned. Kindly clarify whether all the 11 building / project will be started simultaneously or in phased manner?	Refer to General Response to Pre-Bid queries
5	Sr No 2.4	Earnest Money Deposit	Since we are registered under MSME in the Tenders we are eligible for waiver of EMD, Would it be applicable for this RFP . Please confirm	Not applicable for consultancy work, hence request not acceptable.
6	2.3-C	Criteria of Eligibility. Average Annual Turnover	b) The firm should not have incurred any loss in more than 2 years during last 5 financial years ending on 31-3-2022. Kindly consider the term Loss as Operational Loss before Interest, Depreciation & Taxes and not PAT In even of no amendment in above Eligibility clause by IIT Bombay. Would our Technical bid be opened and entertained for later tender processes?	The criteria for annual turnover and loss would be as per EOI document, the firm has to produce CAS Certificate. In case of not meeting the eligibility criteria, further processing of bid will not be carried out
7	Annexure 1.5	Performance Report of Works referred to in Forms B & C (Form D)	The person giving this Certificate should be of senior and responsible officer of the Client Organization. We can arrange the requisite for ongoing works, but for completed works in certain project due to change of management / client representative. We would limit it to the completion certificate received from clients when the work was completed. Kindly consider the same	Refer reply furnished under Sr No 1
8	Sr No.4	Part-III   1, States	The Estimated Project Cost is to be considered as Rs. 600 Crores However as per Table under Part-I, 1.3 Infrastructure Works at IIT the Cost is 1029 Cr for 24.26 Lac sqft BUA. Kindly clarify on this varying information in the RFP	Read the two sentences above the said table which will clarify this. In addition, refer to the General Response to Pre-Bid queries at the beginning of this document.
9	Page 7	EOI Document, Point # 2.4 (Earnest Money Deposit	It is mentioned "The submissions by the Firms invited as per this RFP should be accompanied by an Earnest Money of Rs. 20 Lakhs (Rupees Twenty Lakh only), in form of a Demand Draft of any scheduled bank or a bank guarantee drawn in favour of, "The Registrar, Indian Institute of Technology Bombay" payable at Mumbai 400076. & As per the office order issued by the Ministry of Micro dated 23 March, 2012, Small and Medium Enterprises (MSME), Micro and Small Enterprises shall be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of earnest money.In this regards, you are requested to exempt the payment of EMD to the firms registered with MSME.	Not applicable for consultancy work, hence request not acceptable.
10	Page 16	EOI Document, Form F (Details of Technical Staff	In Form F do we have to give the details of all the technical staff available with us or only those personnel who has served / retired from Central / State Government? Please clarify.	In the Form-F you have to furnish the details of technical staff who are on the rolls of your firm. However, you can show your consultants, if any, including retired ones, but separately.
11			As per the RFP document it is clear that we have to deploy a different team for every building being constructed in the campus. But, in case if there are 2 buildings of low value can we club them and in place of deploying 2 teams can we deploy one team with sufficient numbers of persons? For e.g.: In the campus 2 buildings are to be constructed — a. Aerospace and DRDO costing Rs. 54 Crores. b. Students activity centre costing Rs. 32 Crores. In above case can we deploy 1 team for both the buildings as the cost is low & both buildings are in same campus? Please clarify.	Each building project should have separate team. However, IITB may decide to club two smalls works into one big work, or add a small work to a medium size work, etc. In addition, refer to the General Response to Pre-Bid queries at the beginning of this document.
12	Page 4	EOI Document, Point D.2. Definitions of certain short forms	In the document short form of PMS has not been defined whereas, CMS has been defined as Construction Management Supervision (Part of PMC scope) i.e. part of Project Management Consultancy Scope. & Are PMS & CMS short forms means the same for this RFP?Kindly clarify. & Is the PMS not part of PMC?	PMS or PMC mean Program Management Services (PMS), Program Management Consultancy (PMC) are one and the same.

No	Page No. /Clause No.	Existing Clause	Query by Bidder	Reply to Queries
13	Page 18	RFP document, Point 1. Performance Guarantee	It is mentioned "In the event of any PMCSP getting selected for the PMS work, the PMCSP will have to pay the Performance Guarantee (PG) @5% (Five percent) of the bid value of the consultancy. The PMCSP shall submit an irrevocable Performance Guarantee of 5% (Five percent) within 15 (fifteen) days from the date of issue of letter of acceptance." & As per the Office Memorandum No. F.9/4/2020-PPD dated 30 December, 2021 issued by the Ministry of Finance it is decided to reduce the Performance Security from existing 5% - 10% To 3% of the value of the contract. In this regards, you are requested to amend the clause and reduce the performance guarantee to 3% of the consultancy fee.	The performance guarantee will be 5% only. Request for reduction to 3% is not accepted. This is a consultancy work.
14	Page No.7	2.4 Earnest Money Deposit	Bidder has to provide EMD in form of Bank Guarantee is acceptable. No Bank Guarantee format for EMD is given in bid documents.	The Bank Guarantee format for Performance is furnished as Annexure II.2, the same format can be used for EMD also.
15	3 of Part II	1.4 Scope of the PMC Services (C) Post Construction PMC services	These services will be required beyond the 5 years of period as well. Please confirm.	The scope consists of providing PMC and CMS. The PMC part will come to an end after expiry of 60 months. Certain building construction activities may spill over to sixty months, the CMS services of these shall be continued on the same terms and conditions till completion of construction works in hand.
16	21 of Part II	14.7 Dispute Settlement Mechanism:	Any dispute or difference at any time arising between IITB and the consultant as to the construction, meaning or effect of the contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Chairman, Board of Governors, IITB, who shall decide the case in accordance with the contract provisions and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or re-enactment thereto or thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai. Request to modify this clause as "Mutually agreed Arbitrator".	The modification requested is not accepted.
17	5 of Part III	Manpower deployment for PMC services Providing and establishing office with required office paraphernalia's including laptops, desk computers, transport vehicles, printers / photocopiers and the relevant stationaries (basic office space to be given by IITB)	Office space will be covered space or open space. Please confirm	Office space provided will be covered space with with basic furniture. In addition, refer to the General Response to Pre-Bid queries at the beginning of this document for more details.
18	13 OF 52	Annexure I.5 Performance Report of Works Performance Report of Works of completed works & ongoing works certify by senior officer of client organization	Kindly request to accept Performance Reports of works certified by Signing authority of bidder itself.	The bidder cannot sign his own performance report, this cannot be accepted. Please refer reply furnished at Sr No 2
19	Clause No. 1.3	Infrastructure Works at IIT	We request you to please confirm that the projects mentioned are to be executed within duration of first 5 years. Also, please provide the configuration of each buildings	At this stage it is not possible to give configuration of each building. However, refer to the General Response to Pre-Bid queries at the beginning of this document.
20	Clause No. 2.3 c	Average Annual Turnover	We understand the importance of this project and to invite reputed consultants only, request you to please consider following clause: (a) The average consultancy fee received by the firm shall not be less than Rs 50.00 Crores in the last 3 financial years ending on 31-3-2022 (b) The firm should not have incurred any loss in any year during last 5 financial years ending on 31-3-2022	The modification requested is not accepted.
21	Clause No.2.4	Earnest Money Deposit	Request you to please provide Bank Details for EMD (in the form of Bank Guarantee), validity date and the format for the same	The Bank Guarantee format for Performance is furnished as Annexure II.2, the same format can be used for EMD also.
22	Annexure I.5	Performance Report of Works referred to in Forms B & C (Form D)	As it will be very difficult to arrange these documents from many projects and also it might be the case that the authority which has certified/executed the project at that time has got replaced/changed. Hence, we request you to please consider the supporting documents i.e. Work Orders/Completion Certificate/Contract Agreement, etc for the same	Please refer reply furnished under Sr No1
23	Annexure I.7	Details of Technical Staff (Form F)	Please confirm whether details of persons served/ retired from central/ state government services are to be filled in this form or details of all the personnel available with the bidder.	In the Form-F you have to furnish the details of technical staff who are on the rolls of your firm. However, you can show your consultants, if any, including retired ones, but seperately.
24	Clause 2.6 Table 1 A	For Point No. 2,3,4,5:	We understand details are to be provided for any one qualifying project. Please confirm	Yes
25	Part III	Price Bid	As a part of Price Bid, we understand that we need to submit only Annexure III.1 - Financial Quote. Please confirm.	Yes, (Entire Price-Bid document to be signed and should part to the Bid)
26	Page No.4, Clause No.4	Document Processing Fee	Seeking Exemption as we are registered with MSME & NSIC	Not applicable for consultancy works, hence this request is not accepted.

No	Page No. /Clause No.	Existing Clause	Query by Bidder	Reply to Queries
27	Page No.9 , Clause No.2	The applicant firm should have carried out (merely submitting proposals is not to be counted) the design work for at least one similar project with Master Planning / builtup area not less than 50 Acres/40000 sq. m; or at least two similar projects, each having a total built-up area not less than 40 Acres/ 30,000 sq. m completed during the <b>last six years</b> .	The applicant firm should have carried out (merely submitting proposals is not to be counted) the design work for at least one similar project with Master Planning / builtup area not less than 50 Acres/40000 sq. m; or at least two similar projects, each having a total built-up area not less than 40 Acres/ 30,000 sq. m completed during the <b>last Ten years</b> . <b>Kindly modify &amp; consider the similar nature works during the last ten years.</b>	Existing clause mentioned in the query does not exist.
28	Page No.9, Clause No.4	The applicant firm shall have experience in Structural Designs and Modelling software, <b>including BIM</b> .	The applicant firm shall have experience in Structural Designs and Modelling software Kindly Modify & consider the same.	Existing clause mentioned in the query does not exist.
29	Page No.10, Clause No.4	Experience in planning for eco-friendly, <b>passive solar</b> design initiatives and for climate-responsive planning.	Experience in planning for eco-friendly, <b>Green Building</b> design initiatives and for climate-responsive planning. Kindly modify & consider the same for allow more participation.	Existing clause mentioned in the query does not exist.
30	Page No.10, Clause No.2	Qualified personnel with adequate experience in Architectural work and Coordinating and integrating all Engineering utilities (these personnel have to be in-house).	Qualified personnel with adequate experience in Architectural work and Coordinating and integrating all Engineering utilities. Kindly modify & consider the same.	Existing clause mentioned in the query does not exist.
31	Page 4 of 20, Page 19 of 25	Part I Expression of Interest (EOI) Page 4 of 20 Dates to Remember Selection of PMC/Bid opening* Part II RFP Page 19 / 25 This Contract shall come into effect from the 15th day of the issue of work order.	We assume that the date for selection of PMC/Bid Opening is same as date of issue of Work Order. Please Confirm.	The bid opening date and issue of work order date are not same. The stipulated date of commencement is from 15 <sup>th</sup> day of issue of work order.
32	Page 5 of 20, Clause 1.3	Part I Expression of Interest (EOI) Page 5 of 20 Clause 1.3 Infrastructure Works at IIT	We request you to share the master plan of the proposed development that shows existing buildings and proposed developments to understand the coordinates of the developments in order to arrive upon of the optimum resource deployment for the project,	At this stage it is not possible to share Master Plan. It is clarified that all the works envisaged are within the campus of IITB. Works proposed shall be distributed within the campus boundary.
33		Part I Expression of Interest (EOI) Page 5 of 20 Clause 1.3 Infrastructure Works at IIT	Please confirm if the preferred contracting model is General Contractor or Multi Prime for all the works	The scope of Construction agency would be of composite/EPC either with item rate/percentage generally as per CPWD manuals.
34	Page 5 of 20, Clause 1.3	Part I Expression of Interest (EOI) Page 5 of 20	Since the PMC fees is dependent upon overall deployment of resources and duration for each staff, we request you to provide indicative timelines for the projects to plan the deployment.	At this stage it is not possible to give a time line. However, refer to the General Response to Pre-Bid queries at the beginning of this document.
35	Page 5 of 20, Clause 1.3	Part I Expression of Interest (EOI) Page 5 of 20	Please confirm if interior works (furnishing, food courts, kitchen, common area interiors, room interiors) of hostels, residential buildings and other buildings shall also be in the scope of PMC/CMS	Yes. All works related to the building shall be the scope (Covered by the Architect & contractor)
36	Page 6 of 20, Clause 2.3	Part I Expression of Interest (EOI) Page 6 of 20 Clause 2.3 Criteria for Eligibility	We understand that apart from the projects mentioned in the RFP, IIT Bombay has projects worth about 1800-2000 Cr. in pipeline for future developments. Looking at the nature of work and complexities involved, we request you to enhance the eligibility criteria as below:	The request for enhancing eligibility criteria cannot be accepted.
		<b>A. Experience in Project Management Services</b> The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for <i>educational institutes/ universities/ commercial complexes/ residential complexes/ townships</i> during last 7 Financial Years ending 31-3-2022, with at least: (a) One assignment with a project construction completion cost of Rs. 300 crores, or (b) Two assignments with a project construction completion cost of Rs. 200 crores; or (c) Three assignments with a project construction completion cost of Rs. 100 crores.	<b>A. Experience in Project Management Services</b> The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for <i>educational institutes/ universities/ commercial complexes/ residential complexes/ townships</i> during last 7 Financial Years ending 31-3-2022, with at least: (a) One assignment with a project construction completion cost of Rs. 1,000 crores, or (b) Two assignments with a project construction completion cost of Rs. 600 crores; or (c) Three assignments with a project construction completion cost of Rs. 300 crores.	No Change
		<b>B. Experience with Government</b> The firms should have satisfactorily completed at least <b>one</b> assignment (either from above or separately) of minimum quantum of work with project cost of Rs <b>100</b> Crore, for Central/ State Government, PSU, an autonomous body of Central/ State Government.	<b>B. Experience with Government</b> The firm should have satisfactorily completed at least one assignment (either from above or separately) of minimum quantum of work with project cost of Rs 300 Crore, for Central/State Government, PSU, an autonomous body of Central/State Government.	No Change

No	Page No. /Clause No.	Existing Clause	Query by Bidder	Reply to Queries
		<b>C. Average Turnover Value</b> As per ITCC (Income Tax Clearance Certificate) or Profit and Loss Statements (duly certified by CA), the following shall be met by the firms: (a) The average consultancy fee received by the firm shall not be less than Rs 2.50 Crores in the last 3 financial years ending on 31-3-2022, and The firm should not have incurred any loss in more than 2 years during last 5 financial years ending on 31-3-2022.	<b>C. Average Turnover Value</b> As per ITCC (Income Tax Clearance Certificate) or Profit and Loss Statements (duly certified by CA), the following shall be met by the firms: (a) The average consultancy fee received by the firm shall not be less than Rs 100 Crores in the last 3 financial years ending on 31-3-2022, and The firm should not have incurred any loss in more than 2 years during last 5 financial years ending on 31-3-2022.	No Change
37	Page 3 of 25	Part II: Request for Proposal (RFP) Scope of Service Page 3 of 25 Design development as per stages of the Architectural Consultancy agreement including submission of various DBR for other facilities. Design Verifications, value Engineering & finalisation of all drawings.	The Design Liability lies within the respective design consultants. The Consultant shall not be held accountable for any design flaws, over design or under design. Please confirm.	Yes. However, PMC has to evaluate and do the value engineering of design
38	Page 3 of 25	Part II: Request for Proposal (RFP) Page 3 of 25 A. Pre-construction PMC services Establish office set up at IITB Campus in the basic office space provided by IITB.	We request the client to provide air-conditioned work space, office supplies & stationaries, pantry supplies, office boy and utility consumption at no additional cost for both PMC and CMS scope of works.	Office space provided will be covered space with with basic furniture. In addition, refer to the General Response to Pre-Bid queries at the beginning of this document for more details.
39	Page 4 of 25	Part II: Request for Proposal (RFP) Scope of Service	We understand that the scope of PMC with respect to legal and arbitration matters is limited to provide support for technical support only.	(1) During five years all technical input (2) Post contract period on mutually agreed terms by deputing concerned staff.
		Page 4 of 25	The legal expert appointed by the Client will be responsible for legal matters.	Yes, However, PMC's scope include suporting with all technical documentation.
			Any support after the duration of the project if required will be paid separately as per mutually agreed rates.	Yes
40	Page 21/25	Part II RFP Page 21 / 25 The PMCSP shall take out and maintain, at his own cost but on terms and conditions approved by the IITB, insurance against the risks, and for the coverage of Employer's liability and workers' compensation insurance in respect of the personnel of the PMCSP 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 copy shall be provided as evidence showing that such insurance has been taken out and maintained and that the current premiums thereof are timely paid.	The PMC has procured insurances for their other ongoing projects. We understand that the extension of the same insurances should suffice the needs under this contract. Kindly confirm	It is accepted, it should include CMS and the name of this work should appear in the insurance policy.
41		Part II: Request for Proposal (RFP) Scope of Service	The words "ensure," "identify," "guarantee," "adhere," "manage," "achieve," "responsible" or any similar words shall be interpreted throughout this Agreement to mean that the PMC shall endeavor to ensure, identify, guarantee, adhere, manage, achieve, or otherwise meet such similar requirement	No Change
42		Part II: Request for Proposal (RFP) Scope of Service	The software that are necessary for the performance of PMC will be included in the PMC offer. We propose to use SharePoint for document management system. We shall not consider other software like Aconex, Procore, BIM 360, CostX, Revit etc. as it is not mentioned in the scope of work. Please confirm.	The PMC can use the software that are essential for effective monitoring of the projects, and cost of the same should be included in their price-bid. All proceedings are required to be recorded and signed. If IITB insist on any software, IITB will bear the expense/make provisions.
43	Page 2 of 7	Part III Price BID Page 2 of 7 CMS Stage: Balance amount (75%) will be paid for the CMS services based on the actual quantum of work executed for each building project based on the contractor's and architect's running bill.	We request you to replace the payment terms as below: The payment of fees for Construction Management Services shall be 10% unsecured advance Balance 90% based on man month rate as per the actual deployment at site monthly within 30 working days for invoice submission.	The payment terms would be as per the terms mentioned in our price bid.

No	Page No. /Clause No.	Existing Clause	Query by Bidder	Reply to Queries
44	Page 2 of 7	Part III Price BID Page 2 of 7 PMC Stage: 25% of the Price Bid Value as time Based Fee for Pre Construction Activities, which shall comprise of posting and managing dedicated staff for the entire duration of the PMC contract. This component of fee shall be paid in equal monthly installments over the PMC Contract Period	We request you to replace the payment terms as below: The payment of fees for Program Management Services shall be 10% unsecured advance . Balance 90% based on man month rate as per the actual deployment at site monthly within 30 working days for invoice submission.	The payment terms for PMS would be as per the terms mentioned in our price bid, your request for change is not accepted.
45	Page 2 of 7	Part III Price BID Page 2 of 7 The quoted rate will apply for a total project cost increase of up to about 30% above the estimated cost of Rs. 600 crores (i.e., up to about 780 cr), but within the 5-year period	We request you to replace the payment terms as below: The payment of fees for PMC and CMS shall be 10% unsecured advance. Balance 90% based on man month rate as per the actual deployment at site monthly within 30 working days for invoice submission	The payment terms would be as per the terms mentioned in our price bid.
46	Page 5/7	Part III Price Bid Manpower deployment for PMC services Page 5/7	On our ongoing projects, we are performing scope similar to the Program Management Consultancy from our Mumbai Head Office. We request you to consider the same for this project which will enable us to perform the work efficiently and also submit an optimized proposal.	The request not accepted. The deployment of staff as per Table A and B of the price bid document will station at IITB campus. However, additional manpower from the head office can contribute to the PMC and CMS service.
47	Page 5-6/7	Part III Price Bid Manpower deployment for PMC and CMS services Page 5-6/7 Note: At least one the of the engineer posted for each project/package should have very good experience in Primavera and MS Project.	Planning would be key to successful completion of the assignment. Hence we request you to include the following resources: PMC Services: 1 .Planning Manager with more than 10-12 years experience CMS Services: 1.Planning Engineer with 5 years experience	The planning manager can be one of the staff as per Table A and Table B of price bid, who can be trained by PMC. If PMC wishes, additional man power can be posted with no additional cost to IITB.
48	Page 6/7	Part III Price Bid Manpower deployment for CMS services Page 6/7 Note: Similarly, one the of the engineer should have experience in BIM model.	Request you to relax this criteria. If the project is to be managed on BIM, we will support this from our Head Office.	Request NOT accepted.
49	Page 2/7 and 5-6/7	Part III Price Bid Manpower deployment for PMC and CMS services Page 2/7 and 5-6/7 In case the firm fails to deploy staff as per the table above, the penalty per month per staff will be imposed as indicated in Table A and Table B.	Request you to add the Clause below: Request you to delete the clause and propose fees based on manmonth rates. Non deployment of staff for PMC in such a case would lead to loss in revenue for PMC.	Request NOT accepted. The non-deployment of staff as per Table A and B by PMC, penalty will be recovered as mentioned in the table.
50		Additional Clause	In case a change in Law during the course of the project has a commercial impact on the services provided by the Consultant, the fees shall be revised as per mutually agreeable terms.	Any taxes, levies prevailing as on the last day of submission of tender should be included in the rate quoted. No tax liability (other than GST) will be borne by IITB.
51		Additional Clause	We request to add the following clause : Mutual Waiver of Consequential Damages: "Neither Party, including any current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees shall, at any time, be liable for any special, incidental, indirect, punitive, exemplary or consequential damages, including but not limited to loss of profits, loss of revenue, loss of opportunity, loss of production, loss of use, loss of capital, increased cost of operation, whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever." Please Confirm.	Modification request NOT accepted.
52	Page 24/25	Attendance, working hours, Overtime, Leave, etc. Page 24/25	Consultant staff are entitled to twenty eight (28) days' annual paid leaves excluding declared national & festival holidays, for which no replacement staff will be provided. There shall be no credit or deduction made to any invoice. However, all such leaves will be coordinated with the requirements of the project so that there is no disruption to the scope of services to be performed. Please confirm	Leave rules are clarified: Refer to the General Response to Pre-Bid queries at the beginning of this document.

No	Page No. /Clause No.	Existing Clause	Query by Bidder	Reply to Queries
53		Indemnity Additional Clause	Please include the following clause, Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities and costs, including but not limited to reasonable attorney's fees, that the Client or its employees or officers may suffer as a result of the death or bodily injury of any person or loss of or damage to any tangible property (other than the Works) arising in connection with the Services under this Agreement, but only to the extent of the negligence of the Consultant or their employees, officers or agents, and excluding any injury, death, or property damage caused by the negligence of the Client, its contractors, employees, officers, or agents or any party not contracted directly to the Consultant. To the fullest extent permitted by law, Client shall release, indemnify, defend and hold harmless Consultant and its current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees from and against any and all claims, suits, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to the performance of the Services under this Agreement with respect to (1) damage to or loss of existing or new property or injury to or death of any person, to the extent not the result of the Consultant's sole negligence and (2) and all claims of the Architect or design professional, Consultants, Contractors and suppliers, and (3) any underground conditions and hazardous materials	Modification request NOT accepted.
54		Additional Clause	Request to add the following clause : Consultant and Client agree that although Consultant shall use reasonable efforts to perform its Services, the time of completion and/or the cost of construction are not guaranteed and Consultant cannot and shall not be liable for delay and/or cost variance whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever. Please confirm.	Modification request NOT accepted.
55		Additional Clause Limitation of Liability	Please add the following clause, Client acknowledges that Consultant has been engaged to assist Client in the orderly management of others performing works on the Project, including but not limited to the architect or design professional, consultants, contractors and suppliers. Client further acknowledges that Consultant has no contractual relationship with any other Project participant and that Consultant has no and shall assume no responsibility for the performance or lack of performance of any other Project participant. Client represents, warrants, covenants and agrees not to seek to redress against Consultant for any failure of any other Project participant to perform their respective obligations related to the Project and waives claims against Consultant based on claims submitted by any such other Project participant. Consultant and Client agree that although Consultant shall use reasonable efforts to perform its Services, the time of completion and/or the cost of construction are not guaranteed and Consultant cannot and shall not be liable for delay and/or cost variance whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever.	Modification request NOT accepted.
			Client agrees and undertakes to include in all contracts for other consultants and Contractors, the following language for the benefit of Consultant: "[Other consultant/Contractor] hereby acknowledges and agrees that Project Management Consultant's sole obligation in relation to the Project is to Client and that Project Management Consultant has no obligation or duty, whether contractual, statutory or at common law, to [Other consultant/Contractor]. To the fullest extent permitted by applicable law, [Other consultant/Contractor] hereby waives any and all actions and claims and covenants to bring no action or claim against Project Management Consultant, whether in contract, tort, negligence (whether active or passive), strict liability, statute or otherwise.	
			"To the fullest extent permitted by law, [Other consultant/ Contractor] hereby agrees to release, indemnify, defend and hold harmless Project Management Consultant and its current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees from and against any and all claims, suits, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to this Contract with respect to damage to or loss of property or injury or death of any person, including [Other consultant/Contractor's] personnel, except to the extent that such damage, loss or third party injury or death is due to the sole and exclusive negligence of Project Management Consultant. The foregoing indemnity and hold harmless shall apply to all such claims, suits, liabilities, damages, losses, costs and expenses except to the extent [Other consultant/Contractor] first proves such claims, suits, losses, costs or expenses are the direct and natural result of Project Management Consultant's gross negligence or willful misconduct." Notwithstanding anything contained in this Agreement and/or any of its parts, portions, it is agreed between the Parties hereto that the aggregate cumulative liability of the Consultant under this Agreement, at any and all times, for any and all indemnities, liabilities, claims, direct damages, losses, costs or expenses, shall not individually or in aggregate exceed twenty percent (20%) of the Fees received by Consultant.	



No	Page No. /Clause No.	Existing Clause	Query by Bidder	Reply to Queries
56		Additional Clause	Please add the Clause below, Neither Party, including any current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees shall, at any time, be liable for any special, incidental, indirect, punitive, exemplary or consequential damages, including but not limited to loss of profits, loss of revenue, loss of opportunity, loss of production, loss of use, loss of capital, increased cost of operation, whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever. Client and Consultant agree to adhere to the highest standards of ethical conduct and require that their employees, agents, consultants and representatives comply with the laws of India, including without limitation those pertaining to bribery, kickbacks and similar corrupt practices. Client acknowledges that Consultant is obliged to comply with the laws of the United States, including without limitation, the United States' Foreign Corrupt Practices Act, and the laws of India. Please Confirm.	Modification request NOT accepted.
57	Page 6/20, Clause 2(6)	No joint venture shall be considered.	we request the client to accept the JV atleast 2 member meeting the eligibility criteria.	Modification request NOT accepted. Joint venture will not be accepted.
58	Page 7/20, Clause 2.3	B.Experience with Government:The firms should have satisfactorily completed at least one assignment (either from above or separately) of minimum quantum of work with project cost of Rs 100 Crore, for Central/ State Government, PSU, an autonomous body of Central/State Government	We request the client for following amendment- The firms should have at least 3 years experience of working on an assignment for Central/State Government, PSU, an autonomous body of Central/State Government where fee received is more than Rs.40 crores.	Modification request NOT accepted.
59	Page 7/20, Clause 2.4	Earnest Money Deposit: The submissions by the firms invited as per this RFP should be accompanied by an Earnest Money of Rs20 Lakhs (Rupees Twenty Lakh only), in form of Demand Draft of any scheduled bank or a bank guarantee drawn in favour of, "The Registrar, Indian Institute of Technology Bombay", payable at Mumbai 400076.	We request the client to kindly reduce the amount of EMD to Rs.2 Lakhs.	The request of reducing EMD is not accepted. The EMD should be of Rs 20.00 Lakhs.
60	Page 13/20	Annexure 1.5:Performance Report of works referred to in Forms B & C (Form D)	Getting a customized certificate from our clients is not a feasible task therefore we request to kindly refrain from asking such a certificate as a part of submission. We will anyways submit the certificate procured from the client at the time of project completion	We will accept the completion certificate as provided by the Employer or his authorised representative at the time of submission. However, if additional information is required, the same would be sought during scrutiny of the bids.
61	Page 5/7	Reference:Manpower deployment for PMC services Table A and B	Kindly advice if CVs are required as a part of EOI/Proposal submission.	The CVs of the proposed staff deployment is required at the time of submission, however, the same is required at the time of presentation; but will not for part of the agreement
62			Total BUA consideration	Tentaive BUA has been indicated under 1.3 EOI page 6
63			Current status of Statutory approval	Obtaining statutory approvals and building plan approvals in the scope of Comprehensive Architectural consultant, only active coordination is the responsibility of PMC
64			Building plan approval status	Obtaining statutory approvals and building plan approvals in the scope of Comprehensive Architectural consultant or the liasioning architect appointed by IITB, only active coordination is the responsibility of PMC
65			Any challenges	Expect Reasonable Challenges
66	Page-22/52		The responsibility of PMC service provider is to ensure from the stage of Administrative Approval of the project by IITB till architectural and engineering design, statutory approvals and construction of the building including services and smooth handing over of the building to the full satisfaction back to IIT Bombay.	The scope of PMC is clearly mentioned in clause 1.3, 1.4 and 1.5 of Part II RFP
67	Page-22/52		The PMC service provider will be totally responsible for the site supervision, quality assurance & control, safety, and total documentation of all records of testing of materials as per the latest BIS standards	Yes
68	Page-22/52		The PMC service provider shall provide all the relevant information and reports sought by the CVC team the inspection. For all queries raised by CVC, the draft replies are to be furnished to IIT Bombay till the closure of the case.	Yes

No	Page No. /Clause No.	Existing Clause	Query by Bidder	Reply to Queries
69	Page-22/52		The PMC service provider shall do active coordination with IIT Bombay and the Architectural firm in finalising all drawings, bill of quantities, obtaining all the necessary statutory approvals for the commencement and completion of construction work and GRIHA certification. Obtaining all statutory approvals would be either in the scope of the Architectural firm or a Liaoning Architect appointed by IITB	Yes
70	Page-23/52		The PMC service provider must ensure a smooth and uninterrupted flow of working drawings to the construction agency so that the construction activity will not get hindered	Yes, The PMC provider has to coordinate with Architect for smooth flow of working drawings to the construction agency.
71	Page-23/52		PMC service provider has to abide by all the procedures, rules, and regulations set by the IIT authority.	Yes
72	Page-25/52		In this the scope of PMC is the coordination agency amongst all stake holders to achieve timely procurement of statutory clearances. To get the drawings and proposals submitted from the concerned architects to statutory authorities for getting the approval for commencement of construction through appointed Architectural firm. Obtain all applicable statutory clearances from the respective statutory authorities, including BMC (Brihanmumbai Municipal Corporation), Local Government Bodies, Fire Officer, Airport Authority of India (AAI), MoEF, as applicable for all buildings, facilities, services through the liaison architects of IITB obtaining all statutory approvals would be either in the scope of Architectural firm or a liaison Architect appointed by IITB.	Yes
73	Page-26/52		Scope of the Architectural Firm-Obtaining all the required statutory clearances for commencement of construction.	Yes