

Indian Institute of Technology Bombay

Invites

**Program Management Consultancy for IIT Bombay for
the proposed development of infrastructure works
like Academic, Residential, Hostel buildings and
related external services**

Part I: Expression of Interest (EOI)

Reference Number: IITB/PMC/EOI-RFP-PB/2022/01

Dated: 2022 September 07



EOI Invited by

Dean, Infrastructure Planning and Support (IPS)

Indian Institute of Technology Bombay

Powai, Mumbai 400076.

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Part I: Expression of Interest (EOI)

1 Background

1.1 Important Information

A. Dates to Remember

- | | |
|----------------------------------------------|-------------|
| 1. Publication on CPPP and IITB website | 2022 Sep 07 |
| 2. Last date for pre-bid queries by Email | 2022 Sep 17 |
| 3. Pre-bid meeting | 2022 Sep 20 |
| 4. Response to pre-bid queries | 2022 Sep 22 |
| 5. Bid Submission | 2022 Oct 18 |
| 6. Eligibility evaluation* | 2022 Nov 01 |
| 7. Presentation before evaluation committee* | 2022 Nov 08 |
| 8. Selection of PMC/Bid opening* | 2022 Nov 15 |

* Dates are tentative

B. Pre-bid queries

For seeking more information or clarifications on the Notice Inviting EOI, interested firms may send their queries in writing to the Dean IPS by email (**dean.ips@iitb.ac.in** with a copy to **po.ips@iitb.ac.in** and **dean.ips.office@iitb.ac.in**) before the stipulated date mentioned above, from the firm's official email id. The responses to the queries received as well as those queries received in writing during the pre-bid meeting from all the interested firms shall be uploaded on IITB website or on the stipulated date mentioned above.

All expenditure incurred in this regard towards travel, lodging and boarding shall be borne by the Firm. In case a firm decides not to attend the above pre-bid meeting, it can ask questions through its authorized representative in the format given in **Annexure I.9** of **Part I. EoI** document. In no case, questions will be entertained after the Pre-Bid Meeting. IIT Bombay shall post all questions and responses on its website. And, these responses shall become part of the competition regulations and subsequent contract agreement. The Bidders may also note that IITB reserves its right not to respond any further query after the pre-bid meeting.

C. Contact Person

Dean (IPS)
1st Floor, Main Building,
Indian Institute of Technology Bombay,
Powai, Mumbai 400076.

E-Mail: **dean.ips@iitb.ac.in**

Copy to **po.ips@iitb.ac.in, dean.ips.office@iitb.ac.in**

D. General

1. This *Notice Inviting EOI and RFP* will be Uploaded on the (a) CPP portal, and (b) IIT Bombay website.
2. Definition of certain short forms.

AAI	Airport Authority of India
BOQ	Bill of Quantities
CMS	Construction Management Supervision (part of PMC scope)

CPM	Critical Path Method
CPWD	Central Public Works Department
CTE	Chief Technical Examiner
CVC	Central Vigilance Commission
CVO	Chief Vigilance Officer
DBR	Design Basis Report
EIA	Environment Impact Analysis
EMD	Earnest Money Deposit
GCC	General conditions of contract
GFR	General Financial Rules of Government of India
IITB	Indian Institute of Technology, Bombay
MEP	Mechanical, Electrical and Plumbing
MOEF	Ministry of Environment, Forest and Climate Change
PERT	Program Evaluation and Review Technique
PG	Performance Guarantee
PMC	Program Management Consultancy
PMCS	Program Management Consultancy service provider (PMC firm)

1.2 About IIT Bombay

Dean, Infrastructure Planning and Support (IPS), IIT Bombay, on behalf of the Director, IIT Bombay, hereby invites **Expression of Interest (EOI)** for providing Program Management consultancy for the upcoming Infrastructure works for a period of five years in the campus of IIT Bombay, Powai, Mumbai 400076, from qualified, experienced competent and financially sound consultants/firms with proven track record.

IIT Bombay was established in the year 1958 at Powai, Mumbai 400076 on a land of about 198 Hectares. In 1961, Central government decreed to the IITs as “Institute of National Importance” through an act of the Parliament. The vision of IIT Bombay is to continue to be a leading Global Technology University that provides a transformative education to create leaders and innovators and generates new knowledge for society and industry. The Indian Institute of Technology Bombay is located at Powai, Mumbai, 400076. The institute is well connected by airport and railway station within a radius of 15-20 Kms

1.3 Infrastructure Works at IIT

At present, IIT Bombay caters to about 12000 students with a total built-up area of 9.00 Lakh sq mtr. of building area. The Institute envisages a total student strength of 20000 in next five to ten years. To cater to this additional strength of students, infrastructure development like construction of Academic, Residential, Hostel buildings, and upgradation of external services are proposed to be taken up in a phased manner so as to have a total built-up area of about 19.00 Lakh sq. m. over a period of 10 years. Presently the scope of this EOI pertains to the development over next 5 years.

The table below shows the status of major infrastructure projects at IIT Bombay. Some of these projects, but not all, will form the scope of this PMC. There can be projects, though not listed below, can form part of the PMC scope.

Name of the project	BUA	Cost	Note
Aerospace and DRDO (CoPT)*	13360	54	1) The * indicates that the design is completed, tendering to be done 2) The @ indicates that the project is approve and architect needs to be selected
Hostel 19 For 1115 Students*	30137	125	
Hostel 04 For 1200 Students*	34400	135	
Students Activity Centre*	4200	32	
Central Animal Facility@	5000	30	

Academic Block -1 & 2@	22517	130	3) The # indicates new projects, internally approved and needs to start the planning 4) BUA is the built up area in square meters 5) Cost is the budgetary estimate in Crores
Staff Qtrs of Type IIB@	7176	38	
Officers Qtrs of Type B@	16600	72	
Married Project Students' Apt #	24000	137	
Academic Block 3 & 4#	20000	120	
Academic Sciences Block 1#	48000	156	

1.4 Scope of the Consultancy

The detailed scope can be found in sections 1.4 and 1.5 of the Part II. RFP document.

2 Information and Instructions to the Applicants

Firms interested in participating in the EOI may submit their applications along with the required information in the prescribed forms (as per the format specified in section 3) (cover letter, Form A, B, C, D, E, F, Checklist, EMD) along with relevant documents and attachments subject to the following:

- (1) All information should be provided duly and correctly filled in all respects. If any information sought is not relevant or not applicable, the response to that item shall be *Not Applicable*, and if no information is to be given, the response to that item shall be *None*. And, if a firm does not answer any question, the application shall be considered incomplete and the firm is likely to be rejected.
- (2) The application and all the relevant documents shall be *typewritten*, and the authorized signatory of the firm shall sign at the bottom of every page of the application, its forms and attachments with a seal of the firm.
- (3) References, information, and certificates from respective clients or any other document shall be authenticated by the signature of the authorized signatory of the firm.
- (4) The applicant firm may submit any additional information if it thinks necessary to establish its credentials. However, use of such information is subject to the discretion of the *Evaluation Committee* duly constituted by IIT Bombay.
- (5) However, IITB reserves its right to seek more details from the applicants regarding the submissions made as above.
- (6) No joint venture shall be considered.

2.2 Evaluation of the Applications

The applications shall be examined by an *Evaluation Committee* duly appointed by the Director, IIT Bombay. The committee will evaluate the proposals based on the criteria given in this document and submit the recommendation to the Director, IIT Bombay. The recommendations of the Evaluation Committee shall be final. Notwithstanding this, the Director, IIT Bombay, reserves the right of accepting or rejecting any or all the applications.

2.3 Criteria for Eligibility

The applicants to be eligible for the next stage of selection process shall meet the following eligibility criteria.

A. Experience in Project Management Services

The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for *educational institutes/ universities/ commercial complexes/ residential complexes/ townships* 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.

The experience shall be supported with performance certificate of each completed work issued by the employer or his authorized representative.

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.

C. Average Annual Turnover

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
- (b) The firm should not have incurred any loss in more than 2 years during last 5 financial years ending on 31-3-2022.

D. Experience

The firms should have experience in field for at least last 10 financial years ending 31-03-2022.

The above information shall be submitted along with supporting documentary evidence in the form of certificates duly authenticated by the authorized representative of the firm. IIT Bombay reserves the right to verify the documents and the firms, if requested, shall enable IIT Bombay to interact with their clients in this matter.

2.4 Earnest Money Deposit

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. The submissions received shall not be considered if their Earnest Money Deposit is not found to be in order. There shall be no exemption from payment of Earnest Money on any account. The Earnest Money will be returned to the Firms at the end of:

- (a) Firm does not qualify for EOI.
- (b) Firm does not qualify Competition.
- (c) Remaining firms after the award of work order except to the winner.

3. Submission of Application

The submission will have Four envelopes: one for the EOI, second for the RFP, the third for the Price-Bid, and the fourth containing the first three.

3.1 Mode of Submission of the EOI (Envelope 1)

The firm shall submit the following documents:

- (1) *Covering Letter* on the Letterhead of the firm,

- (2) Form A Financial Information,
- (3) Form B Details of assignments completed,
- (4) Form C Details of assignment in progress,
- (5) Form D Performance Report,
- (6) Form E Organization Structure
- (7) Form F Technical Staff detail
- (8) Demand Draft for EMD (Ref. Section 2.4)
- (9) Check List.

The application along with all the required documents as per the above list shall be placed in a sealed envelope super-scribed "**Envelop 1, EOI for the Program Management Consultancy of IIT Bombay**".

3.2 Mode of Submission of the RFP (Envelope 2)

Refer to section 3 of RFP document (Part II) for details of submission of RFP.

3.3 Mode of Submission of the Price Bid (Envelope 3)

Refer to section 3.2 of price bid (Part III) for details of submission of Price Bid.

3.3 Mode of Submission Complete Application (Envelope 4)

Envelope 1, 2, and 3 shall be placed in the fourth envelope, sealed and super-scribed "**Envelop 4, EOI, RFP and Price-Bid for the Program Management Consultancy of IIT Bombay**". All the envelopes should have the sign and address of the authorized signatory of the firm. Refer to section 1.1 of Part I. EOI document for the last date for submission and other important information. The application envelope should be hand delivered to The Dean (IPS), 1st floor, Main Building, Indian Institute of Technology Bombay Powai, Mumbai 400076 and get an acknowledgement. Alternatively, the sealed envelopes can be sent by post/courier to the following address to reach before the last date and time, to:

The Dean (IPS),
1st Floor, Main Building,
Indian Institute of Technology Bombay,
Powai, Mumbai 400076.

Annexure I.1
Cover Letter

Date: _____

To:

The Dean (IPS)
Indian Institute of Technology Bombay,
Powai, Mumbai, 400076.

Subject: **EOI** for the *Program Management Consultancy for IIT Bombay for the proposed development of infrastructure works like Academic, Residential, Hostel buildings and related external services.*

Reference: IITB/PMC/ EOI-RFP-PB/2022/01 dated 2022 September 07

Dear Sir:

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

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

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

Thanking you.

Yours sincerely,

Name and Signature (s) of the Authorized Signatories

Seal of the Firm

Annexure I.2
Financial Information (Form A)

Date: _____

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

Sl. No.	Particulars	Financial Year				
		2017-18	2018-19	2019-20	2020-21	2021-22
1	Gross Annual Turnover on consultancy fees (<i>Rs. Lakhs</i>)					
2	Profit/Loss					
3	Certified by					

The following certificates are enclosed:

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

Name and Signature(s) of the Chartered Accountant

Office *Seal*

Name and Signature(s) of the Authorized Signatories

Seal of the Firm

Annexure I.3
Completed Works (Form B)

Date: _____

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

Project/Program Management Services Assignments

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

Name and Signature(s) of the Authorized Signatories

Seal of the Firm

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

Date: _____

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

Project/Program Management Services Assignments

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

Names and Signature(s) of the Authorized Signatories

Seal of the Firm

Annexure I.5

Performance Report of Works referred to in Forms B & C (Form D)

Date:_____

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

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

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

Seal of the Client

Annexure I.6
Organizational Structure (Form E)

1	Name & Address of the Applicant with Telephone No./ Fax No./ Email ID	
2a	Year of Establishment	
2b	Date & Year of commencement of practice	
2c	Address of local office (in Mumbai)	
3	Legal status of the Applicant (attach copies of original document defining the legal status)	
3a	A proprietary firm	
3b	A firm in partnership	
3c	A limited company or corporation/ Joint Venture/ Consortia	
4	Names of Directors & other Executives with designation	
5	Designation of individuals authorized to act for the organization.	
6	Total No. of Technical Staff:	
6a	Project Manager (BE Civil degree or equivalent + 15 Years of experience)	
6b	Sr. Civil Engineer (BE Civil + 10 Years of experience)	
6c	Jr. Engineer Civil (BE Civil + 3 Years or Diploma Engineer + 7 Years of experience)	
6d	Quantity Surveyor (BE Civil Degree + 5 Years or Diploma Engineer + 10 Years of experience)	
6e	Sr. Engineer Electrical/ Mechanical (BE Electrical/ Mechanical + 10 Years of experience)	
6f	Jr. Engineer Electrical (BE Electrical+ 3 Years or Diploma Engineer + 7 Years of experience)	
6g	Safety & Labour welfare officer (Degree with certificate on Safety with 3/5 years of experience)	
6h	Administrative Assistant (Degree with 3 Years' experience)	
6i	Project BIM Coordinator (Degree Civil Engineering with three years of experience in development of BIM models)	
6j	Project Schedule Coordinator (Degree/ Diploma Civil Engineering with three years of experience in development of Primavera Schedules)	
7	Was the bidder ever required to suspend the project for more than six months continuously after the commencement the project , if so, give the name of the project and reasons for suspension of project.	
8.	Has the applicant, or any partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, given name of the project and reason for abandonment.	

9.	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/ blacklisted for competing in any organization at any time? If so, give details.	
10.	Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11.	In which field of consultancy, the applicant has specialization & interest.	
12.	Any other information considered relevant but not included above.	

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

Seal of the Firm

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

Sl. No.	Details of Technical Personnel* (as on 2022 March 31)	Experience			Total No. of Personnel	Remarks
		10 Years & above	5 Years & above	Less than 5 Years		
1	Project Manager					
2	Structural Engineering					
3	Project BIM Coordinator					
4	Project Schedule Coordinator					
5	Public Health Engineering					
6	Electrical Engineer					
7	Mechanical Engineer					
8	HVAC					
9	Fire Fighting/ Engineering					
10	Safety & Labour Welfare officer					
11	Administrative/ Support Staff					
12	List major Office Equipment available					
13	List of major Software available					

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

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

Seal of the Firm

Annexure I.8

Check List

Date: _____

Sl. No.	Requirement	Specific Requirements	Documents Required	Documents Enclosed
1	Legal Entity	The firm should be registered under <i>Indian Companies Act, 1956</i> , a partnership firm registered <i>Indian Partnership Act, 1932</i> , or a proprietorship Firm registered under a <i>foreign act</i> .	Copy of certificate of Incorporation	Yes/No
			Copy of registration certificate(s)	Yes/No
2	Turnover	Average Annual Turnover of the firm for the last three financial years (namely 2019-20, 2020-21, and 2021-22) Should be at least Rs.2.50 Crores, as per the last published & audited balance sheets	<i>Certificate of Chartered Accountant</i> with Registration Number and Seal	Yes/No
		The firm should not have incurred loss consecutively two years in the last five financial years (namely 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22) Ending on 31-3-2022.	<i>Certificate of Chartered Accountant</i> with Registration Number and Seal	Yes/No
3	Technical Capability	The firm should have completed satisfactorily at least one assignments of minimum quantum of work specified, for Central Government, or an autonomous body of Central Government. The firm should have completed satisfactorily in projects in India the Program Management Services assignments for educational institutes/ universities or for commercial townships/ Residential/ Hostel during last 7 Financial Years ending 31-3-2022, 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.	Work Completion Certificates from the Client, or Work Order, <i>plus</i> Self-Certificate of Completion (Certified by The Auditor) or Work Order Completion Certificate from the Client	Yes/No
4	Tax Registration	The firm should have a registered number of:	Copies of relevant certificates of Registration:	
		(1) GST where the firm is located	(1) GST	Yes/No
		(2) Income Tax Number, or PAN	(2) IT Number	Yes/No
		(3) TIN	(3) TIN	Yes/No

Annexure I.9

Format for Asking Questions

On the letterhead of the Firm:

Date: _____

To

The Dean (IPS)
Indian Institute of Technology Bombay
Powai, Mumbai 400076

Subject *RFP Program Management Consultancy for IIT Bombay for the proposed development of infrastructure works like Academic, Residential, Hostel buildings and related external services.*

Reference IITB/PMC/ EOI-RFP-PB/2022/01 Dated: 2022 September 07

Dear Sir:

Please answer the following question(s) in connection with the said EOI-RFP-PB:

Q. No.	Question
1.	
2.	
...	

Thank you.

Yours sincerely,

Name and Signature(s) of the Authorized Signatories

Seal of the Firm

Annexure I.10

DEFINITIONS

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the **Director of Indian Institute of Technology Bombay** and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents were taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - i. Construction Work shall mean the physical execution of the facilities that are subject of this PMC.
 - ii. The expression work shall, unless there be something either in the subject or context repugnant to such consultancy, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - iii. The **Site** shall mean the land, places on, into or where construction work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.
 - iv. The **Firm** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - v. The Institute/IITB means Indian Institute of Technology Bombay an Autonomous institute of the Government of India
 - vi. The Director means Director of Indian Institute of Technology Bombay and his successors.
 - vii. The Engineer-in-charge means the Dean (IPS) who shall supervise and be in charge of the work and who shall sign the contract on behalf of Director IITB.
 - viii. The Dean Infrastructure planning and support (IPS) means the professor in charge of infrastructure construction works of IITB, appointed by Director IITB he shall also exercise the powers and duties of Engineer in Charge or his successors.
 - ix. The Architect/ Architectural consultant means the agency and its sub-consultants appointed by Dean IPS for comprehensive architectural design of any facility is subject matter of this work

- x. **Accepting Authority** shall mean the Dean IPS on behalf Director, Indian Institute of Technology Bombay, Powai, Mumbai 400076.
- xi. **Excepted Risks** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to IITB faulty design of works.
- xii. **Institute** means IITB which invites tenders on behalf of Director of Indian Institute of Technology.
- xiii. **Quoted Amount** means the value of the entire work of construction based on the % quoted in the price bid and on Estimated cost of the project.
- xiv. **Date of commencement of work:** The date of commencement of work shall be the date of start from the 15th day of issue of work order
- xv. **GST** shall mean Goods and Service Tax - Central, State and Inter State

Indian Institute of Technology Bombay

Invites

**Program Management Consultancy for IIT Bombay for
the proposed development of infrastructure works
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related external services**

Part II: Request for Proposal (RFP)

Reference Number: IITB/PMC/EOI-RFP-PB/2022/02

Dated: 2022 September 07



RFP Invited by

Dean, Infrastructure Planning and Support (IPS)

Indian Institute of Technology Bombay

Powai, Mumbai 400076.

Part II: Request for Proposal (RFP)

1 Brief of the Assignment

1.1 Background

The IIT Bombay was established in the year 1958 at Powai, Mumbai 400076 on a land of about 198 Hectares. In 1961, Parliament decreed the IITs as “Institute of National Importance” through an act. The vision of IIT Bombay is to be a leading Global Technology University that provides a transformative education to create leaders and innovators and generates new knowledge for society and industry. Pursuant to the ever-demanding education needs, Indian Institute of Technology Bombay intends to increase the intake capacity of the students for which Infrastructures like Academic Blocks, Residential buildings and Hostels are required to be constructed. In order to complete the construction timely, smoothly and efficiently, Dean, IPS, IIT Bombay on behalf of Director IIT Bombay invites **Request for Proposal (RFP)** for providing Program Management consultancy services for the proposed infrastructure works for a period of five years in the campus of IIT Bombay. The Indian Institute of Technology Bombay is located at Powai, Mumbai 400076. The institute is well connected by airport and railway station within a radius of 15-20 Kms.

1.2 Phased Development of Proposed Infrastructure works of IIT Bombay

At present, IIT Bombay caters to about 12000 students with a total built-up area of 9.00 square meters. The Institute envisages a total student strength of 20000 in the next five years to ten years. To cater to this additional strength of student, infrastructure development like construction of Academic Blocks, Residential and Hostel, and common facilities and external services are proposed to be taken up in a phased manner so as to have a total built-up area of about 19.00 lakh square meters. over a period of 10 years.

1.3 Program Management Consultancy (PMC) Service

The following brief is provided to guide the PMC service provider regarding the contractual obligations.

- 1) 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.
- 2) 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.
- 3) 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.
- 4) The PMC service provider should manage all the activities in a professional manner including deputing competent technical/managerial staff for the office, preparation of RFP documents, and the selection of an Architect Consultant.
- 5) 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

- 6) 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.
- 7) The PMC service provider must organize weekly/Fortnightly/Monthly site meetings with all the stakeholders to monitor the progress of work and to sort out bottlenecks if any.
- 8) The PMC service provider should maintain the required Senior, Mid-management, and Junior staff at the site of work, the staff should not be transferred till the completion of work. IIT Bombay must be kept informed about the movement of staff.
- 9) The PMC service provider must submit monthly progress and activity report to the IIT Bombay in the format mutually decided.
- 10) The PMC service provider must act on behalf of IIT Bombay and must take all decisions with the written approval of IIT Bombay.
- 11) PMC service provider has to abide by all the procedures, rules, and regulations set by the IIT authority.

1.4 Scope of the PMC Services

Preamble: It is proposed to engage an experienced and reputed Firm to provide Program Management Consultancy services for the upcoming Infrastructure works for a period of five years at IIT Bombay, Powai, Mumbai 400076. The firm engaged in the project shall provide Program Management Consultancy services for the infrastructure works right from start to finish of the projects, after completion handing over of the buildings to IIT Bombay. A brief of the scope is listed below. The bidders may note that all the functions covered under these clauses shall be performed by PMC on behalf and as per approvals at every step of IITB.

A. Pre-construction PMC services

1. Establish office set up at IITB Campus in the basic office space provided by IITB.
2. Posting of authorised personnel on the project work as per **Table-A** of the Part III. Price Bid document.
3. Empanelment of Comprehensive Architectural Consultants as per requirements of IITB as per standard procedure of IITB.
4. Preparation of EOI and RFP document for architect appointment in consultation with IITB.
5. After approval of IITB, issue the RFP document to the empanelled Architectural firms.
6. After receipt of the offer from Architectural firms, conduct concept design competition and assist IITB in selection of Architectural firms.
7. Administration of architectural consultancy agreement on behalf of IIT Bombay
8. 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.
9. Coordination for statutory approvals
10. Coordination for Preparation of BOQ and Tender Document for execution of construction work
11. Preparation and issue of notice for empanelment of the contractors
12. Invitation of Tenders on behalf of IIT Bombay and processing the same till appointment of contractor.
13. Checking and recommending bills of Architect/consultants.

B. Construction Management and Supervision (CMS) during construction

1. Posting of dedicated manpower for each building project Construction Management and Supervision (CMS) service after the issue of work order to the construction contractor as per Table B as per the schedule finalized by IITB.

2. Maintaining all site records, as per CPWD formats/CVC/CTE Guide lines
3. Checking and endorsing the measurements and recommendation to Dean IPS for payment. The bills are to be in the format of CPWD.
4. Quality assurance needs to be assured as per the specification set in the work contract.
5. The phased completion program submitted by Construction agency as per time schedule and as per tender condition is to be vetted and the same needs to be monitored at site by conducting weekly/fortnightly/monthly meetings and preparation of minutes of meeting, bringing any deficiencies in progress, quality to the notice of IITB and taking suitable action for the same.
6. Checking and recommending bills of contract.

C. Post Construction PMC services

1. Assisting IITB officials in Interaction with Chief Vigilance Officer (CVO) of IITB, Chief Technical Examiner (CTE) or any other officers of Central Vigilance Commission (CVC), and other statutory authorities like BMC regarding the execution of works as and when required.
2. Assisting IITB with all documentation in case of Arbitration and legal matters relating to the execution of work
3. Satisfactory handing over of completed buildings to IIT Bombay with proper inventory, guarantees and warranties received from Construction agency and getting the defects rectified by Construction agency.
4. Finalising the bills of contractor for the completed works.
5. Co-ordination with contractor and IITB during defect liability period.
6. Co-ordination with the architectural firm for obtaining final statutory approvals & occupancy certificate etc.

1.5 Broad based functions of the Program Management Consultant (PMC)

It is proposed to engage experienced and reputed Firm to provide Program Management Consultancy (PMC) services for the upcoming Infrastructure works for a period of five years at IIT Bombay campus at Powai, Mumbai 400076. Detailed scope includes

1. Firm to establish a Project Office of PMC agency by deputing PMC staff (duly approved by IITB) as specified in Table A of Price Bid document (Part III) To depute Construction Management and Supervision (CMS) staff required for site supervision in teams required as per the number of the projects (duly approved by IITB) as specified by IITB in Table B of Price Bid document (Part III) PMC will be responsible for quality, maintenance of site records and safety of works.
2. To interact with the users/stakeholders and prepare Request for Proposal (RFP) document for selection of comprehensive architectural consultant for any facility as released by IITB for planning and execution. After approval of RFP document by IIT Bombay, float the RFP document amongst empaneled Architectural firms/open tender.
3. To select Architectural firm by adopting standard procedure of IIT Bombay. That is conducting competition, Evaluation by evaluation Committee constituted by Director, IIT Bombay. Final selection is based on quality cum cost basis, as per the weightages as decided by IITB. The combined highest scorer will be the winner, who will be awarded the work.
4. To get all the Design Basis Reports (DBRs) prepared by Architectural firm for the approval of IIT Bombay.
5. To get the conceptual drawings prepared by Architectural firm, subsequent approval of structure and the drawings by IIT Bombay- Obtain from the architect the Design Basis Reports (DBRs) for each of the internal and external services of the Campus, such as transport (road networks, road widths, crossing of services, etc.), storm water drainage and

management, rainwater harvesting, water supply pipelines (sweet water, and recycled water for flushing, air conditioning and horticulture), plumbing, solid and liquid waste management, firefighting system, fire alarm, lifts, electrical power (street lights, electric substations, DG sets, solar power generation, electrification, etc.), HVAC, service corridors, landscaping and horticulture, signage, acoustics, audio-visuals, data and communications (LAN, CCTV, telephone, Wi-Fi, BIMS, etc.), gas pipelines, sewage treatment plant, water treatment plant, and other services, which utilize the land optimally and provide the utilities of the Institute so that the desired level of ambience has to be created in a most professional and cost effective manner. All the above scope will be with Architect Firm; The PMC service provider must coordinate effectively for smooth progressing of the project. Coordination with architect and IITB for site survey/investigation work on approval from IITB.

6. 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.
7. To get all the designs carried out by the appointed Architectural firm and all the designs are to be vetted by experts nominated by IITB.
8. To get all the tender documents including tender drawings and bill of quantities prepared through Architectural firm, getting the approval of IIT Bombay for Tender Document. Recommend the stage-wise payment for Architectural firms.
9. To float the tender on behalf of IIT Bombay and be responsible for entire process of tendering that is from NIT to award of work.
10. Appoint team for construction management and supervision at site as per Table B and as per the value of work order.
11. After award of work to construction agency, to ensure release of all working drawings and augment the staff required for site supervision, measurements, billing, quality assurance and for maintaining site records as per Table A & B of Part III. Price Bid document and Annexure **II-3**.
12. To monitor the progress of work, weekly and monthly progress review meetings are to be arranged with all the stake holders, preparation of minutes of meeting and getting the approval of IIT Bombay for the same.
13. Preparation and submission of the status/progress reports as requested by IITB for submission for CVO/CVC/MOEF etc.
14. To certify the measurements submitted by construction firm and recommend for payment of bills to Dean, IPS, IIT Bombay. Similarly recommend the stage wise payment to Architectural firm to Dean, IPS, IIT Bombay.
15. To ensure timely rectification of defects by the contractor.
16. After completion of work, carrying out inspection of the entire building, preparation of defect list and rectification of defects. Handing over of the completed building to the users/stake holders. Handing over of all records, as built drawings indicating all the services to Dean, IPS, IIT Bombay.
17. For all the above, PMC service provider has to coordinate with IIT Bombay, statutory

authorities and the selected Architectural firm

18. After completion of work, thorough checking, preparing defect list and subsequent rectification by Construction agency, settlement of final bills of Architectural firm, construction firm and handing over of the completed buildings with inventory to the users (both hard copies and soft copies).
19. Coordination and facilitation of statutory checking and inspections by Chief Vigilance Officer (IITB), Chief Technical Examiner (CTE) or any officer deputed by Central Vigilance Commission or any other statutory body. In addition, assisting IITB for Arbitration if any.
20. Also, PMC service provider has to maintain the documents for ongoing works of construction management consultancy part.

Note: The bidder shall note that the status of the individual building project at the time of engagement of the PMC may be different depending on the stage that has been already achieved at that time. PMC consultant shall take over from that stage and continue with further action on such works.

1.7 Scope of the Architectural Firm (For the information to the bidder)

The bidders may note that the scope of architectural firm to be appointed by IITB shall generally be as under and the PMC service provider shall coordinate with IIT Bombay, Architectural firm and statutory authorities for:

1. Preparation of conceptual drawings, approval from IIT Bombay.
2. Site survey and soil investigation work on approval by IITB.
3. Preparation of Design Based Report (DBR) for, Architectural, Structural, MEP, IT services for the approval from IIT Bombay
4. Obtaining all the required statutory clearances for commencement of construction.
5. Preparation of Tender drawing/ Design and working drawings.
6. Proof checking of Designs from the experts nominated by IITB.
7. Preparation of Tender document including BOQ.
8. Approval of IIT Bombay for Tender document.
9. Invitation of tenders on behalf of IIT Bombay, entire processing of Tender till the date of issue of work order.
10. Release of working drawings including BIM models.
11. Revision in the drawing as per site condition.
12. Preparation of as built drawings indicating all the services like electrical, HVAC, Firefighting, water supply and drainage lines.
13. Approval for various samples like granite, marble, vitrified tile, ceramic tile, PH fittings and fixtures, Electrical fittings and fixtures and door fittings and fixtures etc. in consultation with IIT Bombay.
14. Obtaining all the necessary statutory clearances, GRIHA approvals or approval of any other regulating body for occupation of the buildings.

2 Information and Instructions to the Bidding Firms

2.1 Call for Proposal

The invited Firms are requested to participate in this competition as per this RFP document and submit their proposals along with the required information in the prescribed forms (as per the format specified in Section 3 of Part I. EoI document along with documents and attachments mentioned therein.

2.2 Proposal Submission

The following shall be borne in mind:

- 1) All information shall be provided correctly and duly filled in all respects. Incomplete proposals shall be likely to be rejected.
- 2) The proposal and all the relevant documents shall be *type-written* and the authorized signatory of the Firm shall sign at the bottom of every page of the proposal, its forms and attachments.
- 3) The Firm may submit any additional information, if it thinks necessary to establish its credentials. But, the use of such information is subject to the discretion of the evaluation committee duly constituted by IIT Bombay.
- 4) The RFP document is sent along with the EOI document. The bidders may note that the RFP of only those firms who fulfil the eligibility criteria shall be considered for further processing.

2.3 Mode of Submission

The proposal along with all the required documents shall be submitted in the proscribed format of Section 3 of the Part I. EoI document.

2.4 Pre-bid meeting and Questions from the Participating Firms

Refer to Section 1.1 of the Part I. EOI document for details.

2.3 Evaluation of the Proposals

The proposals received in response to this RFP will be examined by a committee duly appointed by the Director, IIT Bombay. The recommendations of the duly constituted committee shall be submitted to Director, IIT Bombay, for approval. The Director, IIT Bombay, reserves the right to accept or reject any proposal.

2.4 Criteria for Assessment

The proposals of Firms will be examined for their technical merit on the appropriate parameters as mentioned in Table 1. Firms that have submitted RFP are required to give a powerpoint presentation as to how they have provided Project/Program Management Consultancy services for a Completed qualifying work and how they propose PMC services for a typical Academic Block. The firms are expected to score a minimum of 70% marks in each attribute in Table 1. For qualifying the overall percentage should be 70. Firms that obtain 70% or above will be considered for opening of their financial proposals. After opening of financial proposal, the *Winner* shall be identified based on **Quality-cum-Cost Basis, the weightages for technical and financial quote will be 80:20**. The details of the assessment procedures and calculations are given in section 4 of Part II. RFP document.

2.5 Important Notes

Firms submitting proposals to participate in the competition shall strictly adhere to:

- 1) Only the *Authorised Representative* of the Firm can send questions on the competition. Communications from others shall not be entertained.
- 2) The checklist as given in section 3 of Part I. EoI document should be used to ensure that all items requested have been submitted.

2.6 Details of the Evaluation Criteria

The duly constituted Expert Evaluation Committee shall evaluate the proposal of each based on parameters mentioned under Part A, B and C. The firm shall submit detailed technical proposal covering separately each of the 18 parameters mentioned in this table. In addition, all the Firms meeting the eligibility criteria will be invited to make a presentation for evaluation purpose.

Table 1: Details of the Evaluation Criteria

Part	Description	Max. Marks	Qualifying Marks
A	Competence of the Consultant firm evaluated based on the following five parameters having equal weight 1. Company profile, experience, resources including manpower, attrition rate, etc. 2. Progress monitoring capability based any one of the qualifying completed works 3. Total Quality Management based on the same completed work 4. Safety Management based on the same completed work 5. Innovation and value addition offered on the same completed work	25	17.50
B	Proposed Project Program Management Service offered to IITB evaluated based on the demonstrated competence and proposed strategies/ methodologies of the PMC team/organization on the following parameters 1. Manpower deployment for the PMC and their competence (10 marks) 2. Pre-project activities, user requirements, and approvals (5 marks) 3. Selection and appointment of the architectural firm (5 marks) 4. Design review/value engineering, vetting the overall work methodologies (5 marks) 5. Tendering and appointment of the contractor (5 marks) 6. Post-project activities, Documentations as per CPWD/CVC, Adherence to Government Procedures, Capability in dispute handling and legal issues. (10 marks) 7. Value addition to the work methodologies, risk assessment and mitigation techniques, etc. (5 marks)	45	31.50
C	Proposed Construction Management and Supervision services assuming the construction of a typical Academic Block of IITB with an estimated value of 150 Cr. (G+6 building with approx. 25,000 sq. m) evaluated based on the following parameters with equal weights. 1. Manpower deployment plan and their competence 2. Evaluation and monitoring of the quality assurance and quality control aspects of the contractors 3. Monitoring of construction safety management and environmental management procedures of the contractor 4. Documentation procedures, measurements and bill certification process 5. Project Scheduling and monitoring process of multiple concurrent projects through BIM based approaches 6. Bringing value addition and innovation to specific work methods and designs.	30	21.0
	Total Maximum and Minimum Marks for Qualifying	100	70

Note:

1. The firms must obtain overall 70% or above in the evaluation to be considered for opening their financial bids.
2. The winning firm will be declared as per quality-cum-cost-based calculation, the details of which are given in section 4 of Part II. RFP document.

2.6 Disqualification from the Competition

Firms invited through this Request for Proposal are liable to be disqualified if it

- 1) Makes misleading or false representation, or deliberately suppresses the information in the forms, statements, technical submissions and enclosures required;
- 2) Has a record of poor performance, such as abandoning projects, not properly completing the assigned projects, undue delays in completion of work or financial failure/weaknesses, etc., and
- 3) Employs any unethical means to influence any member of IIT Bombay community or of the duly constituted Committee of the Competition.

2.7 Termination of the Competition

If against all expectations entertained by the Institute, the result of the competition is such that none of the participants could be declared as the winner of the competition, then the competition will be regarded as terminated. The decision of IIT Bombay shall be final and binding on all the participating Firms.

2.8 Disclaimer

It shall not be assumed that there shall be no deviation or change in any information mentioned herein. While this document has been prepared in good faith, IIT Bombay shall bear no responsibility or liability whatsoever in respect of any statement or omission.

3 Submission of Proposal

3.1 Mode of Submission of the RFP (Envelope 2)

The firm shall submit detailed technical proposal covering separately each of the 18 parameters mentioned in Table 1 (i.e. five parameters of Part A, seven parameters of Part B, and six parameters of Part C). The proposal should be as specific as possible, especially the proposed manpower deployment for the PMC (Table A) along with their Curriculum Vitae (CV).

The technical proposal as per the above list (Table 1) along with attachments if any shall be placed in a sealed envelope super-scribed "**Envelop 2, RFP for the Program Management Consultancy of IIT Bombay**".

3.2 Presentation during the Evaluation

Firms meeting the eligibility criteria will be called for a presentation before the evaluation committee. The firms thus called must submit the soft copy of the power point presentation in advance. Three hard copy of the presentation signed by the authorised representative with the seal of the firm on all pages must be submitted before the presentation and the presentation will form part of the agreement. All Firms should also be ready with a virtual presentation of their office with the facilities they possess, total staff available with them with the qualification and experience. Details regarding the presentation including the day, time, duration, etc. will be communicated by to the authorised email id of the firm.

4. Evaluation of Proposals

4.1 Preamble

Under Quality cum Cost Based Selection (QCBS), the weightage for technical proposal and the financial proposal will be as decided by IITB. For this RFP 80% is the weightage for technical and 20% is the weightage for financial. The Firm quoting the lowest fee (as bid by the Firm in the Financial Offer) shall be given a Financial Score of 100 and other firms shall be given Financial Scores as a fraction of their cost bids with respect to the lowest financial offer. Then, the Financial Score of each firm shall be multiplied with 0.20. Similarly, the Firm securing the highest technical marks (as allotted by the evaluation committee) shall be given a Technical Score of 100 and the other forms shall be given Technical Score as a fraction of their Technical Score with respect to the highest technical marks. Then the Technical Score shall be multiplied with 0.80.

The Total Score shall be obtained by adding Technical and Financial Scores. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the Total Score obtained. The Firm securing the highest Total Score will be ranked as H1 followed by the Firms securing lesser marks in the order as H2, H3, The Firm securing the highest Total Score and ranked H1 will be invited for negotiations, if required, and shall be recommended for the award of contract. In the event, two or more bids have the same Total Score, the bid with highest technical score will be H1 and the other H2.

4.2 Calculation Details

An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B = \left[\frac{F_{Low}}{F} \right] W + \left[\frac{T}{T_{High}} \right] (1 - W)$$

where, F is the quoted bid price, F_{Low} is the lowest of all the quoted bid prices among all the responsive bids, T is the total technical score awarded to the bidder, T_{High} is the technical score achieved by the bid that was scored best among all responsive bids and W is the weightage for the price as specified in section 4.1 above. The bid with the best evaluated bid score (B) among responsive bids shall be the winning bid.

4.3 Example Calculation

As an example, the following procedure shall be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) and the weightage of technical bids and financial bids was kept as 80:20 (Eighty: Twenty). In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

A: 75 Marks

B: 80 Marks

C: 90 Marks

The minimum qualifying marks were 70 (Seventy) thus, all the three proposals were found technically suitable. Using the formula T/T_{High} , the following technical points are awarded by the evaluation committee:

A: $75/90 = 83$ points

B: $80/90 = 89$ points

C: $90/90 = 100$ points

The final proposals of each qualified consultant were opened and after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated them at a percentage rate as under:

A: 4.69
B: 3.9
C: 4.28

Using the formula Flow/F , the committee gave them the following points for financial proposals:

A: $3.9/4.69 = 83.16$ points
B: $3.9/3.9 = 100$ points
C: $4.28/4.69 = 91.12$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $83.16 \times 0.20 + 83 \times 0.80 = 83.03$ points.
Proposal B: $100 \times 0.20 + 89 \times 0.80 = 91.20$ points.
Proposal C: $91.12 \times 0.20 + 100 \times 0.80 = 98.22$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 83.03 points H-3
Proposal B: 91.20 points H-2
Proposal C: 98.22 points H-1

Proposal C at the quoted rate of 4.28%, therefore declared as winner and recommended for negotiations/approval, to the competent authority.

Note: Financial Proposal

Financial proposal shall be in accordance with the 'Part III. Price Bid' document and the details and the relevant terms and conditions and mode of price-bid submission are available in 'Part III. Price Bid' document.

Annexure II.1

Cover Letter for RFP Submission

On the letterhead of the Firm:

Date: _____

To

**The Dean (IPS)
Indian Institute of Technology Bombay
Powai, Mumbai 400076**

Subject: RFP for providing *Program Management Consultancy for IIT Bombay for the proposed development of infrastructure works like Academic, Residential, Hostel buildings and related external services*

Reference: IITB/PMC/EOI-RFP-PB/2022/02 dated 2022 September 07

Dear Sir:

In response to the letter inviting EOI-RFP, we hereby agree to participate in the competition to provide Program Management Consultancy services for the proposed Infrastructure works for a period of five years in the campus of IIT Bombay

I/We hereby certify that:

- a) all the Terms and Conditions (as mentioned under this RFP document) are agreeable to us, and therefore submit our proposal for the scope of work mentioned in this RFP document;
- b) All work submitted as part of the proposal in envelopes is original work of the firm, and not of any other firm, individual, organisation or agency in India or abroad;
- c) All material and details necessary for competition have been furnished and no further pertinent material or information is left to be submitted; and
- d) Requisite Earnest Money Deposit has been submitted as prescribed.

Thank you.

Yours sincerely,

Name and Signature(s) of the Authorized Signatories

Seal of the Firm

Annexure II.2

Format of Performance Bank Guarantee

(On legal paper)

- 1) In consideration of IIT Bombay (hereinafter called "*The Institute*") having agreed under the terms and conditions of this Letter of Agreement No. _____ dated _____ made between *The Institute* and _____ (hereinafter called "the PMC service provider") for the work of providing Program Management Consultancy services for the proposed Infrastructure works for a period of 5 years in the campus of IIT Bombay.(hereinafter called "*the Letter of Agreement*") having agreed to production of an irrevocable bank Guarantee for Rs. _____ (Rupees _____ only), as a guarantee from the PMC service provider for compliance of his obligations in accordance with the *Terms and Conditions* in the said agreement, we _____ (Indicate the name of the Bank) (hereinafter referred to as "*the Bank*") hereby undertake to pay to the Institute an amount not exceeding Rs. _____ (Rupees _____ only), on demand by the Institute.
- 2) We _____ (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said PMC service provider. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. But, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
- 3) We, *the Bank*, further undertake to pay to *the Institute* any money so demanded notwithstanding any dispute or disputes raised by the PMC service provider in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the PMC service provider shall have no claim against us for making such payment. We _____ (Indicate the name of the Bank) further agree that the guarantee contained herein shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Institute certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said PMC service provider and accordingly discharges this guarantee.
- 4) We _____ (Indicate the name of the Bank) furthermore agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said PMC service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said PMC service provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said PMC service provider or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said PMC service provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 5) This guarantee will not be discharged due to the change in the constitution of the *Bank* or the PMC service provider.

- 6) We _____ (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the *Institute* in writing.
- 7) This guarantee shall be valid up to _____ unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only), and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged. Signed and sealed dated the ____ day of ____ the Year 2022 for _____ (Indicate the name of the Bank).

Annexure II.3

Documents to be maintained at the site office for inspection.

1. Original contract with Architectural consultant / contractor.
2. Guarantee Bond etc. towards security for work, machinery/ mobilization advances etc. including extension of validity.
3. Insurance policies for work, materials equipment, men etc. including extension of validity.
4. Guarantee for water tightness, termite proofing etc.
5. Standard specifications.
6. Standard schedule of rates.
7. Drawings – Architectural, Structural and Services. (One copy of tender drawing & all latest good for construction drawing and a copy of drawings approved by statutory authorities.
8. All connected measurement book, level books field books and lead charts.
9. All running account bills with all connected statements / vouchers.
10. Statements showing details of check of measurements by superior officers-copies of order laying down such requirements.
11. Materials at site accounts/cement, steel, bitumen, paints, water proofing compound, pig lead, anti-termite chemical etc.
12. Stage Passing Register, Site order book, test records/ logbooks, working out Standard Deviation
13. Details of extra / substituted items and of deviated quantities being executed / considered for execution in the work along with analysis of rates.
14. Hindrance registers.
15. Office, correspondence files and inspection note, if any, issued by inspection officer.
16. Any other documents relevant to the works including the documents that are to be maintained as per CVC/CPWD/CTE the same needs to be maintained as per the format
17. The Program Management Consultancy service provider shall maintain the following detailed documents
 - a. Daily Labour report employed by contractor and the activities of work
 - b. Daily Safety report of the labour employed
 - c. Project Review Meeting Minutes (both soft/Hard copy)
 - d. Receipt of Drawings
 - e. Approval of Construction/Service materials
 - f. Site Hindrance
 - g. Statement of payment of wages to contract labour (Ref General conditions of contract)
 - h. Status of GRIHA compilation
18. The Program Management Consultancy service provider shall submit Weekly/Monthly report (both soft and hard copy) with following details:
 - a. Details of Project

- b. Project Report a) Physical during the period B) Financial during the period c) Details payment made)
- c. Milestone achievements
- d. Hindrance/ Risks
- e. Cost control & Planning a) Variation approved /proposed b) Extra/Substitute/Deviation items
- f. RA Bill/Mobilisation/Secured Advance details
- g. Quality Assurance/Safety measure a) Tests results during month b) Mandatory test carried out, sample/agency approved
- h. Status of drawings
- i. Labour Welfare
- j. Safety Measures at site
- k. Manpower deployed
- l. Site Inspection
- m. GRIHA Points
- n. Important Point's affecting Progress and Action Taken
- o. Previous PRM Minutes
- p. Excavated Hardrock Statement
- q. CVC documents & Registers to be submitted to IITB for counter signature & monthly report for maintenance & updating of documents.

Annexure II.4

Draft Consultancy Agreement (On Rs. 100 Stamp Paper)

This Program Management Consultancy (PMC) services provider agreement (hereinafter called the "PMCA") is made theth day of the month of, Year Two Thousand between, on the one hand, Director, Indian Institute of Technology Bombay (IITB) acting through his duly authorized representative, Dean Infrastructure Planning Support, Indian Institute of Technology Mumbai, (Dean IPS) and, on the other hand, the Program Management Consultancy service provide, M/s. hereinafter called the "PMCSP" which expression shall, unless repugnant to the context, be deemed to include its successors and assigns).

WHEREAS

- a. IITB has requested the PMCSP to provide certain Program Management Consultancy services (hereinafter called the "Services") as defined in the Conditions of PMCA Contract attached to this Document.
- b. PMCSP, having represented to the IITB 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:

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 IIT Bombay Dated
- c. Part I- EOI along with Annexures **I.1** to **I.8**.
- d. Part II: RFP along with annexures Contract Document, Technical Bid, Conditions of Consultancy Contract (hereinafter called "CCC"), including Annexures **II.1** to **II.4**.
- e. Part III: Price Bid along with Annexure **III.1**.
- f. The PMCSP shall carry out the Services in accordance with the provisions of the Contract;
and
- g. IITB shall make payments to the PMCSP 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 of the year 20..... .

Dean IPS IIT Bombay

For & On Behalf of the Director, Indian Institute of Technology Bombay

In presence of Witness:

1. _____ 2. _____

(Authorized Signatory)

For & On Behalf Of [Name of Consultant]

In presence of Witness:

1. _____ 2. _____

General Conditions of Consultancy Contract

General Provisions

1 Performance Guarantee

- 1.1 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. The period for submission can be extended by IITB up to a maximum period as (7) (seven) days on written request of the PMCSP stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Dean (IPS) Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any Scheduled Bank / Banker's Cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. (Annexure II.2) In case a fixed deposit receipt of any Bank is furnished by the PMCSP to IITB as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the PPMCSP and the PMCSP shall forthwith on demand furnish additional security to the IITB to make good the deficit.
- 1.2 The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the PMCSP shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the PMCSP, without any interest.
- 1.3 The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the IITB is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a Failure by the PMCSP to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full-amount of the Performance Guarantee.
 - b Failure by the PMCSP to pay IITB any amount due, either as agreed by the PMCSP or determined under any of the Clauses/Conditions of the agreement, within 30 days of the serving of notice to this effect by Engineer-in-Charge.
- 1.4 In the event of the contract being determined or rescinded on account of default on the part of PMCSP under provision of any of the Clause/Conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the IITB.
- 1.5 The PMCSP throughout the contract period shall perform with due diligence and proper application of mind and good faith all the activities covered under the scope of assignment. Upon determination of any failures/lapses attributable to the PMCSP in this regard **such as non-deployment of technical staff, delay of completion** or causes financial or any other damage in the interest of IITB, by breach of any of the terms of PMCSP contract. IITB shall after issue of 10 days' notice shall encash partly or fully, at its own discretion, the Performance guarantee. Upon the action of IITB the PMCSP shall completely or partly forfeit the performance guarantee amount at the sole discretion of Director IITB whose decision shall be final and binding, and the same shall be absolutely at the disposal of IITB.

2 Relation between the Parties

The PMCSP accepts the relationship of trust and confidence established between him and IIT Bombay by this Agreement. He covenants with IIT Bombay to furnish his best skills and judgement and to co-operate with the ENGINEERS/ARCHITECTS in furthering the interests of IIT Bombay. He agrees to furnish efficient business administration and superintendence and to use his best efforts to complete all the project in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the IIT Bombay. The PMCSP, 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.

3 Scope of Work & Description of the Services to be rendered

The Scope of work and the services to be rendered by PMCSP is as per **1.4 & 1.5** of Part II. RFP document.

4 Notices

- 4.1 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.
- 4.2 Notice will deem to be effective as specified in the contract.

5 Authorised Representatives

- 5.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the IITB or the PMCSP may be taken or executed by the officials specified in the contract.
- 5.2 For IITB: Dean (IPS)
- 5.3 For the PMCSP..... (Enclose Authorisation by Authorised Signatory of the PMCSP Agency)

6 Taxes and Duties

- 6.1 The PMCSP and their Personnel shall pay all such taxes, 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 PMCSP Cost Quoted, **except GST which shall be quoted separately.**

Commencement, Completion, Modification & Termination of Contract

7 Effectiveness of PMCSP Contract

- 7.1 PMCSP shall submit within 07 days of award of work to the construction agency, 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. for scrutiny and interview with IITB and shall be approved by IITB for deployment for PMCSP work prior to issue of Acceptance/Work order and bio data/CV in line with the IITB requirement for other personnel's also to be submitted for approval failing which their bid shall be liable for cancellation.

8 Commencement of Services

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

9 Expiration of PMCSP Contract

- 9.1 Unless terminated earlier pursuant to Clause **12** hereof, this Contract shall expire when the Services have been completed in all respects at the end of scheduled period of completion 60 (Sixty) months.
- 9.2 After expiry of 60 months' time period, the PMC services will get terminated. However, the site supervision work already commenced and likely to go beyond 60 months, then the same will be continued on mutual agreed terms.

10 Entire Agreement

- 10.1 This PMCSP 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.

11 Modification

- 11.1 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.

12 Termination by IITB

- 12.1 IITB may terminate this PMCSP Contract, by not less than thirty (30) days' written notice of termination to the PMCSP, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause **12.1** and sixty (60) days in the case of event referred to in (e) below:
- a If the PMCSP 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 IITB may have subsequently approved in writing. This action is without prejudice to other penal provisions in the agreement.
 - b If the PMCSP 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 PMCSP submit to IITB a statement which has a material effect on the rights, obligation or interests of IITB and which the PMCSP know to be false.
 - d If, as the result of Force Majeure, the PMCSP are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - e If IITB, in its sole discretion and for any reason whatsoever, decides to terminate this PMCSP Contract.

13 Termination by the PMCSP

- 13.1 The PMCSP may, by not less than thirty **(30)** days' written notice to IITB, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause **13.1**, terminate this Contract:
- a If IITB fails to pay any money due to the PMCSP pursuant to this PMCSP Contract and not subject to dispute pursuant to Clause **14.6** hereof within forty-five **(45)** days after receiving written notice from the PMCSP that such payment is overdue;
 - b If, as a result of Force Majeure, the PMCSP are unable to perform a material portion of the Services for a period of not less than sixty **(60)** days.

14 Payment upon Termination

- 14.1 Upon termination of this Contract pursuant to Clauses **12.1** or **13.1** hereof, IITB shall make the following payments to the PMCSP (after offsetting against these payments any amount that may be due from the PMCSP to IITB):
- a Remuneration pursuant for Services satisfactorily performed prior to the effective date of termination; and
 - b Reimbursable expenditures pursuant for expenditures actually incurred prior to the effective date of termination.
- 14.2 The IITB shall not be liable to pay any bonus, damage or other claims of the PMCSP for the loss of expected profit or interest in uncompleted portions of the work and services.
- 14.5 In the event of termination of Contract, the PMCSP shall furnish to IITB all the design, drawings, data, documents and details as exist with him till that date.
- 14.6 Amicable settlement of Disputes: 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.
- 14.7 **Dispute Settlement Mechanism:** Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt of a notice by one Party, the request for such amicable settlement may be submitted by either Party for settlement in accordance with the following provisions:
- 14.8 Any dispute or difference at any time arising between the 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.

Obligations of the PMCSP

- 15 General Standard of Performance: The PMCSP 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 PMCSP shall always act, in respect of any matter relating to this PMCSP Contract or to the Services, as faithful advisers to the IITB, and shall at all times support and safeguard the legitimate interests of IITB in any dealings with sub-Consultant or Third Parties. Safety precautions to be observed and shall be followed strictly as per General Condition of Contract agreed with the Contractor.
- 16 Confidentiality: The PMCSP, his Sub-consultants and the Personnel of either of them shall not disclose any information and data furnished to him by IITB to any third party nor shall disclose any drawings, reports, specification, manuals and other information developed and prepared for IITB by the PMCSP and his Sub-consultants and the Personnel of either of them, without prior written approval of IITB.
- 17 Insurance to be taken out by the PMCSP.
- a 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

- b 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.

18 PMCSP's Actions requiring prior approval of IITB

18.1 The PMCSP shall obtain the prior approval of IITB in writing before taking any of the following actions:

- a Appointing of the Key Personnel- The Project Manager/ Senior Engineer- Civil/ Senior Engineer- Electrical & Engineer in charge for BIM Modelling & Project management tools have to be got interviewed & cleared by IITB before deploying them on the job.
- b Any other action that may be specified in the special conditions of contract.
- c Additional Financial expenditure of project due to deviations/extra/variations of constructions contract provisions.

19 Reporting Obligations: The PMCSP shall submit to IITB the reports, documents and other deliverables specified in Annexure **II.3** hereto, in the form, in the numbers and within the time periods set forth in the said Annexure.

20 Documents prepared by the PMCSP to be the property of IITB

20.1 All plans, drawings, specifications, designs, detailed measurement estimates, reports and other documents prepared by the PMCSP in performing the Services shall become and remain the property of the IITB, and the PMCSP shall, not later than upon termination or expiration of this PMCSP Contract, deliver all such documents to IITB, together with a detailed inventory thereof. IITB reserves the right of repetitive use of these designs, drawings, specifications etc. without any financial obligation to the PMCSP.

20.2 The PMCSP shall also return, along with the detailed inventory the plans, drawings, specification, reports etc. made available by IITB for performing the Services, upon termination or expiration of the PMCSP Contract.

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

PMCSP's Personnel

21 General: The PMCSP shall employ and provide such qualified and experienced Personnel approved and agreed by the IITB, to carry out the Services. The PMCSP shall also bond his Personnel to the confidentiality of the Services performed by them under this PMCSP Contract.

22 Appointing of the Key Personnel: The Project Manager/ Senior Engineer- Civil/ Senior Engineer- Electrical & Engineer in charge for BIM Modelling & Project management tools have to be got interviewed & cleared by IITB before deploying them on the job.

23 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 PMCSP's Key Personnel are to be furnished. If any of the Key Personnel has already been approved by IITB his/her name is listed as well.

24 Removals and/or Replacement of Personnel

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

- 24.2 If the Engineer-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 PMCSP shall, at the written request of IITB specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to IITB. Failure to do so shall be construed to be a default for which IITB could terminate the PMCSP Contract.
- 24.3 The PMCSP shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

Obligations of IITB

- 25 Assistance and Exemptions: The IITB shall use its best efforts to:
- a Provide the PMCSP, Sub-consultant and Personnel with work permits, pertinent data and such other documents as shall be necessary to enable the PMCSP, Sub-consultant or Personnel to perform the Services;
 - b Issue of instructions to officials, agents and representatives of IITB 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 IITB by the PMCSP in such a reasonable time as not to delay the work of the PMCSP.
- 26 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 PMCSP in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the PMCSP 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.
- 27 Payment: In consideration of the Services performed by the PMCSP under this Contract, the IITB shall make to the PMCSP such payments and in such manner as is provided by the financial quote.

28 Payments to the Consultant

- 28.1 Fees: The fees for the Services payable are set forth in the Financial Bid.
- 28.2 Mode of Billing & Payment: Billing and payments in respect of the services shall be made as follows:
- 28.3 The payment to the PMCSP will be made periodically as per the schedule of payment agreed upon. PMCSP shall submit his periodical bill in triplicate along with supporting documents. IITB shall cause the payment to the PMCSP to the amount indicated in the bill within thirty (30) days of receipt of the bill.
- 28.4 The final bill of the PMCSP 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 PMCSP has completed verification of the final bill of contractor and the same is approved as satisfactory by the IITB. IITB shall cause the payment to the PMCSP to the amount indicated in the bill within thirty (30) days of receipt of the bill.

Settlement of Disputes

- 29 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. Deputy Director (FEA) will be the Chairman for settling disputes amicably, If the same is not settled within 30 days of referring to him, then the procedure followed would be as per 5.2 below.

- 30 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 IITB and the PMCSP as to the construction, meaning or effect of the PMCSP Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Chairman, Board Of Governors, Indian Institute of Technology Bombay who will decide the case in accordance with and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or re-enactment thereto or thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai.

Suspension of Services

- 31 IITB may, by written notice of suspension to the PMCSP, suspend all payments to the PMCSP hereunder if the PMCSP fails 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 PMCSP to remedy such failure within a period not exceeding thirty (30) days after receipt by the PMCSP of such notice of suspension.

Foreclosure of the Contract

- 32 It shall be within the authority of IITB, 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 PMCSP. In such an event, the PMCSP shall have no claim whatsoever on account of any profits (s) or advantage (s) which the PMCSP 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 PMCSP shall be paid at the contract rates for the Services performed by him and the amount certified by the 'IITB'.

Abandonment of Work

- 33 In case, the work is abandoned by the PMCSP, without good and sufficient justification IITB is at liberty to encash the Performance Guarantee and impound any other amounts due to the PMCSP 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.

Liability of the Consultant

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

Attendance, working hours, Overtime, Leave, etc.

- 35.1 The PMCSP shall maintain the personnel daily attendance register maintained at site office and shall be signed and countersigned by OSD/representative of IITB obtained before 930 hrs. The working hours for each staff would be 48 hours per week.
- 35.2 The PMCSP, 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 IITB. The PMCSP who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- 35.3 The PMCSP's personnel working at the Site shall observe the site construction working hours and declared national holidays. It's the responsibility of the PMCSP, in the event of works being executed during holidays suitable supervision and safety arrangements shall be made available.

Project Organisation

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

Security Rules

- 37 The PMCSP will follow the rules and regulation for the security framed by IITB 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 PMCSP 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 IITB 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.

Rights of other Agencies

- 38 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 IITB for hindrances on account of such interfaces with other/allied agencies.

Idle Claim

- 39 No claims from the PMCSP 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.

Fairness & Good Faith

- 40.1 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.
- 40.2 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 **14.6** of GCC.

Indian Institute of Technology Bombay

Invites

**Program Management Consultancy for IIT Bombay for the
proposed development of infrastructure works like
Academic, Residential, Hostel buildings and related
external services**

Part III: Price Bid

Reference Number: IITB/PMC/EOI-RFP-PB/2022/03

Dated: 2022 September 07



Price Bid Invited by

Dean, Infrastructure Planning and Support (IPS)

Indian Institute of Technology Bombay

Powai, Mumbai 400076.

Part III: Price Bid

1 Preamble

1. The quotation by the bidder shall be in the form of percentage of the project cost of the works that is proposed to be managed and executed over the contract period of 5 years
2. Estimated Project Cost shall include the proposed construction cost plus the cost of comprehensive architectural design consultancy fee of the projects.
3. The Estimated Project Cost is to be considered as Rs. 600 Crores
4. Price Bid Value shall be the percentage quoted multiplied by the Estimated Project Cost be proposed to be executed over the stipulated period of the PMC contract.
5. PMC services includes deployment of manpower resources for the entire project duration of 5 years as specified in **Table A** of this document and the scope mentioned in Section **1.5** and **1.6** of the Part II RFP document.
6. 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
7. The time based fee will be calculated based on the estimated cost of the projects i.e. Rs. 600 crores. So, if a 'X' percent is quoted, the total assured fee would be Rs. $(0.25 \times X \times 600 / 100)$ crores which would be paid in 60 equal monthly payments). This will be calculated on Rs. 600 Crores only, irrespective of actual cost of execution.
8. 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. 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.
9. CMS manpower should be deployed for each building project package specified in **Table B** of this document depending on the value of the project/package.
10. If the project time extends beyond by up to **20%**, there is no additional fee for CMS.
11. For some unforeseen reason, if the construction period extends beyond **20%** percent of the stipulated period, the CMS service will remain valid with altered manpower at mutually agreed terms and conditions for that particular package.
12. The quoted rate and amount must be written both in figures and words
13. The offer should be valid for a period of **4** months from the date of opening of the financial bid.
14. 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**.
15. IITB may combine two or more building constructions into one package so that the combined cost will be in the ranges of **Table B**.

2 Illustration of these calculation is shown below.

Case 1. The actual project cost executed is Rs. 600 cr.

1. Assume the appointed agency quotes a rate of X%
2. Quoted fee will be = $(600 \times X / 100)$ Cr.

3. Total Time based Assured Retention Fee (25% of quoted fee) = $(600 \times X / 100) \times (25 / 100) = (1.50 \times X)$ Cr. This will be a fixed component and will not vary due to the variation on the value of work.
4. The above fee will be paid as Monthly Assured Retention Fee = $1.50 \times X / 60$ months = $(2.5 \times X)$ Lakhs will be paid every month for 60 months for the PMC services of all the building project.
5. CMS Fee (against the running bills of architect's and contractor's). Assume Building-1 has a work order value of 150 Cr with completion period of 30 months. The CMS fee is 75% of the work order value times quoted rate = $(75 / 100) \times (150 \times X / 100) = (1.125 \times X)$ Cr.
6. Similar calculation (steps 5) will be followed for the CMS service of other building projects comes under the PMC.
7. The total CMS fee after the completion of 600 Crores will be $(0.75 \times X / 100) \times 600$

Case 2. The Actual project cost executed is Rs. 780 cr.

1. Assume the appointed agency quotes a rate of X%
2. Quoted fee will be = $(600 \times X / 100)$ Cr.
3. Total Time based Assured Retention Fee (25% of quoted fee) = $(600 \times X / 100) \times (25 / 100) = (1.50 \times X)$ Cr. This will be a fixed component and will not vary due to the variation on the value of work.
4. The above fee will be paid as Monthly Assured Retention Fee = $1.50 \times X / 60$ months = $(2.5 \times X)$ Lakhs will be paid every month for 60 months for the PMC services of all the building project.
5. CMS Fee (against the running bills of architect's and contractor's). Assume Building-1 has a work order value of 150 Cr with completion period of 30 months. The CMS fee is 75% of the work order value times quoted rate = $(75 / 100) \times (150 \times X / 100) = (1.125 \times X)$ Cr.
6. Similar calculation (steps 5) will be followed for the CMS service of other building projects comes under the PMC.
7. The total CMS fee after the completion of 780 Crores will be $(0.75 \times X / 100) \times 780$

Case 3. The Actual project cost executed is Rs. 500 cr.

1. Assume the appointed agency quotes a rate of X%
2. Quoted fee will be = $(600 \times X / 100)$ Cr.
3. Total Time based Assured Retention Fee (25% of quoted fee) = $(600 \times X / 100) \times (25 / 100) = (1.50 \times X)$ Cr. This will be a fixed component and will not vary due to the variation on the value of work.
4. The above fee will be paid as Monthly Assured Retention Fee = $1.50 \times X / 60$ months = $(2.5 \times X)$ Lakhs will be paid every month for 60 months for the PMC services of all the building project.
5. CMS Fee (against the running bills of architect's and contractor's). Assume Building-1 has a work order value of 150 Cr with completion period of 30 months. The CMS fee is 75% of the work order value times quoted rate = $(75 / 100) \times (150 \times X / 100) = (1.125 \times X)$ Cr.
6. Similar calculation (steps 5) will be followed for the CMS service of other building projects comes under the PMC.
7. The total CMS fee after the completion of 500 Crores will be $(0.75 \times X / 100) \times 500$

3 Price Bid

3.1 Price Bid details

The price bid for the Program Management Consultancy including Construction Management and Supervision services as per the terms and conditions of the EOI, RFP, and this price bid document. involves quoting the price as percentage of estimated cost as per the table below. The bidders should submit their quote as per the form given in Annexure **III.1**

No	Description	Rate (%)	Rate (%)
1	Program Management Consultancy (PMC) services including pre-project activities and post project activities, and Construction Management and Supervision (CMS) services, as per the detailed scope presented in RFP under Item 1.4 and 1.5 and as per the resources to be deployed as per Table A and B , for construction of academic, Hostel, Residential buildings, and external services with a total estimate of Rs. 600 crores, where each building project can be in the range of 25 to 150 crores. The rate to be quoted is the percentage of the estimated cost, excluding GST.	X (Rate to be quoted in figures)	X (Rate to be quoted in words)

Note: The Quoted bid price for the PMC Service for 60 months = $600 * X / 100$. GST as per applicable rate will be added to the quoted bid price which will be the Total Value of the consultancy service.

3.2 Mode of Submission of the Price Bid (Envelope 3)

The firm shall submit the price bid document as per the format given in the Annexure III. 1 of this document. The price bid shall be placed in a sealed envelope super-scribed "**Envelop 3, Price Bid for the Program Management Consultancy of IIT Bombay**". Refer section **3** of the EOI document to complete the submission.

3.3 Additional Requirements for the Winning Firm

IITB reserves the right to negotiate the price with the winning agency. An agreement will be signed between IIT Bombay and the Firm winning the Competition, before the work order is issued.

4 Man power deployment for PMC services

Table A. Posting of the Engineering/ Management/ Administrative staff required for the Program Management Consultant (PMC) services for the entire duration of the service (60 months) and the penalty for non-deployment in Lakhs per month of non-compliance.

No.	Description	Unit	Quantity	Penalty*
1	Chief Program Manager. Qualification: Graduate in Civil Engineering, with 25 years' experience in construction projects in the capacity of Chief Engineer or equivalent with exceptional track record. At least 5 years should have worked in PMC related works. Desirable to have Post Graduate degrees in construction/project management, MBA from reputed institutions, certification like PMP/RICS etc. and experience with Govt. Projects.	Man Month	60	2.0
2	Senior Civil Engineer. Qualification: Graduate in Civil Engineering, with 20 years' experience in construction projects in the capacity of Project Engineer or equivalent, with experience in quantity surveying, knowledge of mode of measurements and contract conditions etc. Desirable to have experience in Primavera/MS Project and BIM, and experience with Govt. Projects.	Man month	60	1.5
3	Senior MEP Engineer. Qualification: Graduate in Electrical or Mechanical Engineering, with 15 years' experience in construction projects including HVAC works in the capacity of Project Engineer or equivalent.	Man month	60	1.5
4	Middle Level Civil Engineer. Graduate in Civil Engineering, with 10 years' experience in construction projects. In addition, Experience/ Certification in Primavera/MS Project. Desirable to have experience in BIM, quantity surveying, knowledge of mode of measurements and contract conditions etc.	Man month	60	0.8
5	Middle Level Electrical Engineer. Qualification: Graduate in Electrical Engineering, with 10 years' experience in construction projects, including HVAC works in the capacity of Site Engineer or equivalent.	Man month	60	0.8
6	Technical Assistant. Qualification: Graduate in Science/Commerce or any B. Tech/ B.E/ Diploma with 5 years' experience in handling office documents, filing, computer skills in word, excel and PowerPoint etc.	Man Month	60	0.4
8	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).	LS	60	1.0

Note:

1. The penalty for non-deployment in Lakhs per month of non-compliance.
2. The firm should ensure that the personal are available for site supervision when if the work happens outside normal working hours.

5 Man power deployment for CMS services

Table B. Resources including the manpower (with minimum qualification) required to be deployed for each building project as per (CMS) costing: (1) Above Rs 100 Crores and upto Rs 150 Crores with an estimated duration of **30** months for each project, (2) Above Rs 50 Crores and up to Rs 100 Crores with an estimated duration of **24** months for each project, and (3) Above Rs 25 Crore and up to Rs 50 Crores with an estimated duration of **18** months; and the penalty for non-deployment in Lakhs per month of non-compliance.

No.	Minimum resources for Construction Management and Supervision for each building project	Unit	Quantity for 100-150 Cr works	Quantity for 50-100 Cr works	Quantity for 25-50 Cr works	Penalty*
1	Construction Manager. Qualification: Graduate or Post Graduate in Civil Engineering, with 15 years' experience in construction projects in the capacity of Chief Engineer or equivalent.	Man Month	30	24	18	1.5
2	Senior MEP Engineer. Qualification: Graduate in Electrical or Mechanical Engineering, with 15 years' experience in construction projects in the capacity of Project Engineer or equivalent	Man Month	24	16	12	1.5
3	Middle Level Civil Engineer. Qualification: Graduate in Civil Engineering, with 7 years' experience in construction projects in the capacity of Site Engineer or equivalent or 10 years' experience with Diploma holders	Man Month	30	24	18	0.8
4	Junior Civil Engineer. Qualification: Graduate Engineer in Civil with 5 years relevant experience in safety management.	Man Month	24	16	12	0.5
5	Junior MEP Engineer. Qualification: Graduate Engineer in Electrical/ Mechanical with 5 years relevant experience in safety management.	Man Month	24	16	12	0.5
6	Site office establishment including laptops, computers, transport, printers etc. complete.	LS	30	24	18	1.0

* the penalty for non-deployment in Lakhs per month of non-compliance.

Note:

1. At least one the of the engineer posted for each project/package should have very good experience in Primavera and MS Project.
2. Similarly, one the of the engineer should have experience in BIM model.
3. Each of the above resources are to be deployed after the award of the construction contract in consultation with IITB.

Annexure III.1

Financial Quote

On the letterhead of the Firm:

Date: _____

To

The Dean (IPS)
Indian Institute of Technology Bombay
Powai, Mumbai 400076.

Subject: Price Bid for providing *Program Management Consultancy for IIT Bombay for the proposed development of infrastructure works like Academic, Residential, Hostel buildings and related external services*

Reference: IITB/PMC/EOI-RFP-PB/2022/03 dated: 2022 September 07

Dear Sir:

We offer to provide the Program Management Consultancy services for the above project in accordance with the terms and conditions of this RFP document. Our Financial Proposal in the form of Financial Quote, inclusive of all taxes and levies shall be as under:

No	Description	Rate X (%) in figures	Rate X (%) in words
1	Program Management Consultancy (PMC) services including pre-project activities and post project activities, and Construction Management and Supervision (CMS) services, as per the detailed scope presented in RFP under Item 1.4 and 1.5 and as per the resources to be deployed as per Table A and B , for construction of academic, Hostel, Residential buildings, and external services with a total estimate of Rs. 600 crores, where each building project can be in the range of 25 to 150 crores. The rate to be quoted is the percentage of the estimated cost, excluding GST.		

Note: The Quoted bid price for the PMC Service for 60 months = $600 * X / 100$. GST as per applicable rate will be added to the quoted bid price which will be the Total Value of the consultancy service.

Thank you.

Yours sincerely,

Name and Signature(s) of the Authorized Signatories

Seal of the Firm