



भारतीय प्रबंधन संस्थान मुंबई
Indian Institute of Management Mumbai

NIT No: IIM Mumbai/ST Tender/ MDP/Misc 05

Dated: 21/05/2024

**TENDER DOCUMENT (Short term tender notice)
for
Appointment of Consultant
For Providing Architectural consultancy &
Project Management Consultancy Services Complete
For**

**renovation / repair / refurbishment & Interior design including furniture design works in
MDP Hostel in IIM Mumbai Campus**

VOLUME – I

**Notice Inviting Tender,
Special Instructions to Bidders for e-Tendering,
Letter of Undertaking,
Form of tender,
Memorandum,**

**EOI Invited by
Chief Administrative Officer (Offg)
Indian Institute of Management
Vihar Lake Road, Powai,
Mumbai (MH) Pin- 400087.**

Indian Institute of Management Mumbai

NOTICE INVITING TENDER

Indian Institute of Management Mumbai (IIM Mumbai) invites online offer for quality and cost base selection (QCBS) through e-tendering from eligible, reputed Architectural and Design Consultancy Firms for Appointment of Architect to provide Architectural Consultancy and Project Management Consultancy services for renovation / repair / refurbishment & Interior design including furniture design works in MDP Hostel in IIM Mumbai Campus (Erstwhile NITIE campus) situated at Vihar lake Road, Powai Mumbai, Maharashtra 400087 in two bid system (Technical & Price Bid) from eligible Architectural / Consultancy firms as per the detailed scope mentioned in the documents.

1. The name of the work and associated services are given below:

Name of work	Estimated cost	Completion period	BID Security/EMD	Tender fee
Architectural and Design Consultancy Firms for Appointment of Architect to provide Architectural Consultancy and Project Management Consultancy services for renovation / repair / refurbishment & Interior design including furniture design works in MDP Hostel in IIM Mumbai Campus (Erstwhile NITIE campus) situated at Vihar lake Road, Powai Mumbai, Maharashtra 400087	Rs. 3.5 Crores	9 Months as per NIT (2 Months for design and detailed engineering+ 7 months for construction / execution)	Bid Security Rs. 5,000 payable by way of DD	Rs. 2,000/- (Rupees Five Thousand Only) Plus GST @ 18% Extra.

In following case BID Security will be returned to the Firms at the end of 30th day after the process of placing work order on selected bidder is over.

- Firm does not qualify for EOI.
- Firm does not qualify Competition.
- Remaining firms after the award of work order except to the winner. 30th day after the process of placing work order on selected bidder is over.

If the successful bidder after being awarded the contract, fail to sign the contract, or to submit a performance Guarantee before the deadline defined in the NIT or as per the instruction of IIM Mumbai, whichever is later. In this case the action of forfeiture shall be undertaken without any notice. Also, the bidder shall not be allowed to participate in the re-tendering process of the services. Along with the aforesaid, they will be suspended for the period of five years from being eligible to submit Bids for contracts with the IIM Mumbai.

The MSME registered parties shall be exempted from paying BID Security. They have to submit a bid security declaration accepting that if they withdraw or modify their bids during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline then they will be

suspended from being eligible to submit the bid for IIM Mumbai for the period of 5 years in future.

2.0 Time schedule of Tender activities:

I.	Start Date & Time for Downloading of tender documents	21/05/2024 FROM 15:00 Hrs
II.	Last Date & Time of Submission of Tenders (online & offline)	30/05/2024 UP TO 11:00 Hrs
III.	Date & Time of online Opening of tender (Technical Bid):	31/05/2024 AT 11:30 Hrs

3.0 Brief Scope of Work:

- 3.1 Scope of the Bidder shall include Works pertaining to “planning and designing of Structural Repair, Refurbishment, Restoration, Interior furnishing works, comprising of civil works, furniture, sanitary, plumbing and various allied services such as electrical and electromechanical works, fire-alarm system, fire-fighting system, solar electric system, IT networking, Audio-Video and associated works”. in MDP hostel Complete”. Preparation of drawings/ tender documents, estimation, tendering, etc. & Obtaining approval of IIM MUMBAI & all Statutory approvals required for the Conceptual plan/s and DPR for Project along with Preliminary Estimate. The scope also includes providing Overall Project Management Consultancy during execution including supervision of works, measurement, certification of bills, final closure till handing over of site etc.
- 3.2 The floor plans (Ground floor to 6th floor) are provided in the tender for reference only the furniture’s shown are indicative only, the Architect has to physically take the measurements of the room sizes and redesign the furniture suiting to the interior design proposed by him.

The details are as below but not limited to:

(A) In Pragati Vihar (MDP Hostel)

Renovation / refurbishment proposed at Pragati Vihar.

- (1) Decorative POP False ceiling in the rooms
- (2) Dado wherever required.
- (3) Laminations on the doors
- (4) Reception area beautification / renovation
- (5) Exterior design & External and internal painting / pattern painting
- (6) Changes of fittings and fixtures in toilets (optional)
- (7) Mirrors with folding cabinets in bathrooms
- (8) Fire extinguishers at designated locations in each floors / other firefighting arrangements
- (9) Wooden floorings in VIP Rooms (optional) / Decorative carpet
- (10) Lighting fixture
- (11) Waterproofing on ceiling, wall floors wherever required.
- (12) Design of open terrace garden.

(B) Procurement of Furniture's

- (1) Single / double bed (bed must have a sliding drawer for storage purpose)
 - (2) All beds must have decorative headboards with switches for lights / night lamps
 - (3) Mattresses and pillows
 - (4) Side table with drawers
 - (5) Study table / computer table with chairs
 - (6) Luggage racks
 - (7) Cupboards (single doors/ double doors type with locker)
 - (8) Dressing table with sitting stool in VIP Rooms
 - (9) Sofa set (2 seater / 3 seaters in each room)
 - (10) Sitting chairs with tables in Balconies
 - (11) Centre table
 - (12) Dining table with chairs
 - (13) Coffee table chairs in the rooms (with / without partitions)
 - (14) Bean Bags
 - (15) Shoe racks
 - (16) Curtain rods & Decorative pelmets (Curtains/ blinds)
 - (17) Paintings with photo frame
 - (18) Arrangement for drying clothes in each room
 - (19) Electronic goods like TV / Refrigerators / Tea maker kit / Microwave Oven (In VIP Rooms) etc.
 - (20) Key board / display boards at reception.
 - (21) It is also suggested that One common sitting room / meeting rooms to be developed in any big room for gathering of 15 to 20 people.
 - (22) TV Units / TV Cabinets etc.
- The above list is indicative only and may likely to change to any extent as per requirement. Any other items left out may also to be considered as included in the scope.
 - The selected agency shall prepare Design Basis Reports (DBRs) for all disciplines as required.
 - the selected agency shall prepare conceptual Architectural and other drawings with sufficient details for a clear understanding of intended design, works and further detailed design, engineering, for execution by the EPC Contractor.
 - The selected agency shall prepare computer-generated 3-D views (along suitable paths for complete clarity and understanding of design features) of a minimum 5-minute duration.
 - The selected agency shall prepare tender documents, including all necessary drawings, specifications, the scope of work, price schedule, cost estimate, paymentschedule, etc. It will also prepare subsequent tender documents if required to cover any balance work.
 - The selected agency shall obtain approvals from statutory authorities on behalf of the Owner for the First Phase of development, including drawings, layouts, documents, coordination, and liaison

4.0 Time Schedule

The total work to be completed within 9 Months or as may be necessary to complete the assignment in all respects.

The Commencement of the Consultant's Services will be considered from the 15th day of issue of work order or date of signing of the agreement whichever is earlier. The time period for the completion of services shall be as under:

SN	STAGE	TIME Duration (In Days)
1	Stage-1 Preparation of Concept drawing and its approval	15
2	Stage -2 Preparation of Preliminary design and drawings	15
3	Stage -3 Preparation of working drawings & tender documents	30
4	Stage -4 Construction supervision and PMC during Execution	As per construction schedule (6 months)
5	Stage -5 Post Construction Stage	30 days after completion

5.0 Eligibility Criteria

5.1 Organization

- i. Architects/Engineering firms having in-house Architects with valid registration from the Council of Architects are eligible. Multi-disciplinary firms who have Architects on board registered with the Council of Architects and doing similar consultancy are also eligible to apply.
- ii. Should have the full functioning office located in and around Mumbai within 90 km radius (i.e., within Mumbai, Thane, Navi Mumbai, etc.)
- iii. Having experience in the field for providing Architectural Consultancy Services for a minimum period of 10 years as on 31.03.2024.
Following information will also be required under this head-
 - a. Constitution of the Organization & Year of incorporation.
 - b. Organization structure
 - c. In-house designing facilities with software licenses and their validity
 - d. Details of available in-house services and a list of associates to whom specialized services are out-sourced
 - e. Name of Key personnel with their qualifications and Experience. (to be engaged for this works with contact no).

5.2 Experience

Should have completed similar Architectural & Engineering Consultancy Services during last 7 years as on 31.03.2024 of value as listed below: The applicant should have satisfactorily completed following similar works:

- a. One similar completed single work costing 80 % of estimated value.
Or
- b. Two similar completed works each costing 60 % of estimated value.
Or
- c. Three similar completed works each costing 40 % of estimated value.

(Note- Similar assignment means Architectural & Engineering Consultancy or Design Services for Any Public utility building in (government or private sector) both involving “planning and designing of Structural Repair, Refurbishment, Restoration, Interior furnishing works, comprising of civil works, furniture, sanitary, plumbing and various allied services such as electrical and electromechanical

works, fire-alarm system, fire-fighting system, solar electric system, IT networking, Audio-Video and associated works". (Values pertaining to any past year shall be enhanced by 7% per annum till F.Y. 2023-24 to take care of inflation.

Note: 1. The applicant shall support with performance / completion certificate of each work completed. The experience should clearly mention the type of renovation, repair, interior design & refurbishment carried out by the bidder. The photographs of such works shall be furnished. IIM Mumbai reserves the right to visit the site to inspect the quality & quantum of works in order to ascertain capability of party.

- ii. The works cited above, could have been undertaken in any part of the country (India). However, the Architect shall necessarily have at least one completed work in Maharashtra state (of similar nature) for value of at least Rs.1.0 Cr during the last 7 years, which may be inspected for evaluation.

5.3 Financial Capability

- The applicant should have had average annual financial turnover of Consultancy Fees (gross) of **Rs. 1.00 (One) Crore** during the last 3 (three) years ending 31st March 2024. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- The applicant should not have incurred any loss in more than two consecutive years during the last five years ending 31st March 2024, duly certified by the Chartered Accountant.
- The applicant should not be under liquidation, court receivership or similar proceedings.
- Note: All documentary proof shall be submitted for evaluation and in absence shall be considered as incomplete application.
- Evaluation criteria for Empanelment of Consultants who meet Eligibility criteria specified as above. For the purpose of shortlisting, applicants will be evaluated in the following manner:
- Documents submitted against the eligibility criteria in respect of experience of similar class of works completed will first be scrutinized to determine the applicant's eligibility.
- The final evaluation will be based on marks scored by respective agency qualifying the eligibility criteria and the marking systems as follows:

6.0 Selection Process:

Selection process will be as under: -

The bids shall be evaluated by a Bid Evaluation Committee (BEC) to be constituted by IIM Mumbai. The committee will select the Consultant in accordance with Quality & Cost Based Selection (QCBS) procedure as per following: -

Technical bid will be considered only of those applicants/bidders whose Bid Security/EMD is found to be in order. The 'Technical Proposal' shall be evaluated on the basis of applicant's experience, annual receipt from professional fees/consultancy services, Specific Experience, Qualification/ Experience of Key Personnel proposed and presentation as per details given below:

Part 1 –Technical Criteria (Max Marks = 60)

S. No.	Minimum Requirements	Documents to be submitted.	Max Score
(i)	The consultancy firm / company must be registered and incorporated in India under relevant clause of Indian Companies Act or shall be a Proprietorship company / Partnership company /operating since last 10 financial years ending with 31.03.2024. (Joint venture and special purpose vehicles is not permitted)	Copy of Certificate of Incorporation/ registration certificate of the company	Max. Marks= 20 20 Years & above =20 Marks 16-19 Years= 16 Marks 10 – 15 years = 12 marks
(ii)	The bidder must have successfully completed Architectural Consultancy services for Similar assignment involving planning & designing of architectural, civil engineering, public health, electrical and allied services works during the last 07 years ending last 31.03.2024. Similar assignment means Architectural & Engineering Consultancy or Design Services for Any Public utility building in (government or private sector) both involving “planning and designing of Structural Repair, Refurbishment, Restoration, Interior furnishing works, comprising of civil works, furniture, sanitary, plumbing and various allied services such as electrical and electromechanical works, fire-alarm system, fire-fighting system, solar electric system, IT networking, Audio-Video and associated works”.. (Values pertaining to any past year shall be enhanced by 7% per annum till F.Y. 2023-24 to take care of inflation. Multiple buildings within a single campus for Academic / Institutional / Residential / Hostel building’s user, however within a single Work Order / Completion Certificate shall also be considered as similar assignment for the purpose of pre-qualification. (Mandatory)	Copy of completion certificate issued by Client.	Max. Marks = 30 (30 Marks for 1 project of minimum value 80 % of estimated cost. Or (13 Marks for each 1 project of minimum value of 60 % of estimated cost. subject to maximum of 26 marks for two or more than two projects of required value. Or (07 Marks for each 1 project of minimum value of 40 % of estimated cost. subject to maximum of 21 marks for three or more than three projects of required value.

(iv)	The bidder should be empaneled or registered Architectural or Engineering consultancy provider for central government / PSU / state government / Semi government organizations, Public sector banks / public sector organizations.(Mandatory).	Copy of empanelment / registration certificates to be submitted	Max. Marks = 10 (02 Marks for each empanelment or registration.
(vii)	Negative marking for litigation / arbitration / dispute cases history during the last 10 years with client (from 2013-14 to 2022-24) in connection with any contract executed by the bidder.	Details to be provided by the bidder.	Marks in Negative: >10 Cases = 5 marks 5 - 10 Cases = 3 marks 1 - 4 Cases = 1 Mark
(viii)	The bidder firm must have no criminal/ economic fraud case pending or contemplated against the organization or their directors/ proprietor in any country.	Undertaking on firm's letter head to be submitted by the bidder.	Mandatory
(ix)	The bidder firm must not have been blacklisted / debarred Indian Government /Semi-Govt./ Public Sector Undertaking / any Government Organization anywhere in the country.	Undertaking on firm's letter head to be submitted by the bidder.	Mandatory
(x)	The Director/ Partner /Proprietor/Principal Architect of the Company should be registered with Council of Architecture, India and should have minimum experience of 07 years after obtaining Architectural Degree.	COA certificate with experience details to be submitted	Mandatory
(xi)	The bidding Architectural Firm should have a running office (which will handle the project) within 90 km. of the proposed site (presently NITIE Campus, Powai, Mumbai)	Running office address to be provided IIM Mumbai may visit the office for verification.	Mandatory

Part 2 –Financial Criteria (Max Marks = 20)

S. N.	Minimum Requirements	Documents to be submitted	Max Score
(i)	The applicant should have an average annual turnover of Rs. 100 lakhs in the last three financial years ending on 31.03.2024 of Design & Engineering Consultancy services.	Audited Financial Statements for last three financial years ending 31.03.2024 duly certified by a Chartered Accountant.	Max. Marks = 10 Rs.1.00 Crs = 6 Marks Between Rs.1.00 Crs – Rs.2.00 Crs = 8 Marks > Rs.2.00 Crs. = 10 Marks
(ii)	The bidder should have positive net worth during last two consecutive financial year ending on 31.03.2023.	Certificate mentioning net worth by a Chartered Accountant.	Maximum = 10 Marks 5 Marks for each year of positive net worth
(iii)	The bidder should have not incurred any loss (Profit after tax should be positive) in more than two consecutive financial years out of the last five financial years ending on 31.03.2023.	Audited Financial Statements for last five financial years ending 31.03.2023 duly certified by a Chartered Accountant.	Mandatory
(iv)	The copies of PAN and GSTN in case of Indian Bidder.	Signed and stamped copies of all documents	Mandatory

Note: Minimum Qualifying Criteria for - 60 marks and above in Part-1 (Technical criteria including Financial Criteria to be secured by bidder.

IIM Mumbai reserves the right to increase or decrease the minimum qualifying criteria.

IIM Mumbai also reserves the right to restrict the nos of shortlisted bidders for final evaluation.

- i. Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:
 - a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the empanelment document.
 - b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures /weaknesses etc.
- ii. Short listing of the consultants shall be subject to thorough verification of their credentials through a Technical Committee of assessors to be constituted by IIM Mumbai.

The all documents submitted by the bidder shall become sole of property of IIM Mumbai & IIM Mumbai reserved the right to use the same in future for future tenders which no claim shall entertained from bidder and if they are used in future.

7.0 Opening and Evaluation of Financial Bid

7.1 The Financial bids of “Technically qualified” bidders shall be opened. The Proposal with lowest Consultancy fee will be given a Financial Score of 100 and other financial Proposals will be given financial scores which is ratio of lowest offer to their offered Consultancy fee multiplied by 100.

7.2 On the basis of the combined score for Technical Score and Financial Score with weightage of 80:20, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score will be ranked as H1 followed by the proposals securing lesser scores as H2, H3 etc. Bidder with H1 score shall be recommended for award of contract. The bidder quoting lowest Consultancy fee in Financial Bid may or may not be score H1.

There will be no negotiation with selected bidder except under circumstances as per current CVC circulars.

Example:

7.2.1 Let's say there are 3 pre-qualified bidders: A, B & C

7.2.2 Technical Score of bidders after evaluation of technical criteria:

A = 70, B= 80 & C= 90

7.2.3 Say the Consultancy fee in the financial proposals of bidders are as under:

A= 7, B= 5 & C= 6

7.2.4 The financial score is given as per the formula: (Lowest Consultancy fee against the Consultancy fee of the bidder) X 100

Financial Score of A= $(5/7) \times 100 = 71.4$

Financial Score of B= $(5/5) \times 100 = 100$ Financial Score of C= $(5/6) \times 100 = 83.3$

7.2.5 Final Combined Technical and Financial Score of the bidders is as per the formula: (Technical Score X 0.80) + (Financial Score X 0.20)

Bidder A= $(70 \times 0.80) + (71.4 \times 0.20) = 70.28$ -- H3

Bidder B= $(80 \times 0.80) + (100 \times 0.20) = 84.00$ -- H2

Bidder C= $(90 \times 0.80) + (83.3 \times 0.20) = 88.66$ -- H1

7.2.6 Hence Bidder C, with highest combined score shall be recommended for negotiations/ award at his quoted price of 6%.

7.2.7 Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the empanelment document.
- Record of poor performance such as abandoning work, not properly completing the contract, or financial failures /weaknesses etc.
- Short listing of the consultants shall be subject to thorough verification of their credentials through a Technical Committee of assessors to be constituted by IIM Mumbai.

8.0 Selection Process Requirements

Applicants shall submit their duly completed proposals (hard copy/digital format) in response to RFP, so as to reach Chief Administrative Officer (Offg) office, IIMM on or before dates at the following address:

**Chief Administrative Officer (Offg)
Indian Institute of Management,
Mumbai, Vihar Lake Road, Powai,
Mumbai (MH) Pin- 400087.**

The Concept Design, Technical and Financial proposals for the work shall be placed in three separate envelopes, and clearly written respectively as follows:

Envelope (1) Technical Proposal

Envelope (2) Financial Proposal

The envelopes (1) and (2) shall thereafter be placed in one sealed envelope clearly super scribed on each of the envelopes as *Comprehensive Architectural Consultancy Services for the Proposed Miscellaneous works at IIM Mumbai, Powai, Mumbai-400087* with the name of the applicant and contact details written thereof.

9.0 Information & Instructions for Applicants

9.1 General Important information

EOI document duly completed in all respect to be submitted in hard copy to Chief Administrative Officer (Offg) office, 1st Floor, Administrative Building, Indian Institute of Management Mumbai (IIMM) Powai, Mumbai 400087. For any query/information, below mentioned email addresses are to be used for communication purpose: E-mail: 1) cpssc@iimmumbai.ac.in 2) osd.ips@iimmumbai.ac.in

9.2 Method of Application

- 9.2.1 If the applicant is an individual, the application shall be signed by him above his full typewritten name and current address.
- 9.2.2 If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address proof of experience in the field to be furnished.
- 9.2.3 If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application. The document submitted should stand any legal scrutiny.
- 9.2.4 If the applicant is a limited company or corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

9.3 Final Decision-Making Authority

- The employer reserves the right to accept or reject any application and to annul the empanelment process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.

9.4 Site visit (Mandatory)

- The applicant is advised to visit the site of works viz IIMM campus, prior to bidding and familiarize himself with the total site conditions etc. at his own cost, with the prior intimation and permission of IIMM, to familiarize itself with the campus in general. They should obtain a certificate of site visit from Chief Administrative Officer (Offg) and attach the same with their technical bid.
- Site visit is mandatory, the applicant is advised to visit the site of works viz IIMM campus at his own cost, with the prior intimation and permission of IIMM, to familiarize itself with the campus in general. **The bidder shall submit the Geo-tagging by proper inspection of specified site location.** They should also submit an undertaking stating that they have visited and very well understood the site conditions and requirement of IIMM and quoting rates by considering all the aspect and shall not have any claim in this regard in future.
- The tender submitted without Geo-tagging received & undertaking as above will be considered as non-responsive tender & shall be rejected.

10. Terms and Conditions of Engagement

10.1 Award of contract

- 10.1.1 The selection as mentioned above, does not, in any way, automatically confer any right, whatsoever, on any applicant for an award of work.
- 10.1.2 IIMM shall inform consultants through a 'Letter of Acceptance of Offer' by email/Letter that it has been selected to be the consultant for the institute to the extent.
- 10.1.3 The consultant shall thereafter sign the contract agreement within 21 days of the issue of such letter.
- 10.1.4 In the event of the consultant getting selected for the Consultancy work, the consultant will have to deposit an amount equal to 5 % of the offered and accepted value of the contract as a Performance Guarantee in the form of an Account Payee Demand draft/Fixed Deposit Receipt in the form of Bank Guarantee from Scheduled commercial bank.
- 10.1.5 Selected bidder who shall not submit their performance guarantee within the prescribed time period shall be debarred for 5 years & they will not be allowed to participate in future tenders.
- 10.1.6 The amount kept under the performance guarantee shall not bear interest and the same shall be returned to the consultant after satisfactory completion of the contract.
- 10.1.7 IIMM does not bind itself to award the consultancy work to the selected architect/firm and IIMM reserves the right to reject all the offers and no reason for this effect shall be furnished.

10.2 General guidelines

- 10.2.1 The institute reserves the right to seek more details regarding the proof of qualifications, experience and capabilities of the key personnel.
- 10.2.2 The institute reserves the right to issue corrigenda and addenda to this RFP document which shall be binding on all applicants.
- 10.2.3 The institute reserves the right to amend, alter, modify, add and/or delete in part or full any requirements or terms and conditions contained in the RFP document at any other time during the selection process, which shall be binding on all applicants.
- 10.2.4 All dates, places and time are subject to change and the latest information and clarifications, if any, shall be communicated to the applicants over email.
- 10.2.5 The documents and other information provided by IIMM or all intellectual property rights of the scheme and proposals submitted during the process of selection submitted by the applicants to IIMM shall remain or become the property of the institute.
- 10.2.6 No explanation and/or justification in any aspect relating to the selection process shall be given, and the decision of the institute shall be final and binding on all without any right to appeal.
- 10.2.7 The institute reserves the right to debar the applicant/terminate the agreement with the final applicant selected for award of work, at any period of time, should any of the document/certificates as submitted be found to be fabricated or false, or a material misrepresentation is made or discovered, or the applicant does not provide the requisite information as required by the institute within the stipulated period.
- 10.2.8 All provisions in this document are supplementary and complementary to each other and are not to be read in isolation.
- 10.3 Penalty**
In case the Consultant fails to complete the work within the contract period or extended period mentioned above owing to reasons attributable to Consultant, liquidated damages @ 0.5 % per week of the total order value subject to a maximum of 5% of the total fees payable shall be levied on the Consultant. IIM Mumbai shall be entitled to deduct such damages from the dues that may be payable to the Consultant.
- 10.4 Defect Liability Period**
Defect Liability Period shall be 12 months from the date of successful completion/or final handing over whichever is later. During defects liability period, if it is found that certain risk or damage or loss has occurred due to defective design/drawings, delay in providing the drawings or lack in co-relation between drawings and actual execution of the assignment, non-compliance of the instructions pertaining to the projects work, over payment to the Contractors due to wrong certification of bills or errors in recommending payments etc., IIM Mumbai will be entitled to recover the amount of such loss from the Consultant from securities/retention money available with IIM Mumbai.

DATA SHEET

(Information to Consultants)

1.	Name of the Department	Chief Administrative Officer (Offg), Indian Institute of Management Mumbai, Vihar Lake Road, Powai, Mumbai- 400087.
1a.	Users	Chief Administrative Officer (Offg), Indian Institute of Management Mumbai, Vihar Lake Road, Powai, Mumbai- 400087.
2.	Name of the Assignment	“Appointment of Architect to provide Architectural Consultancy and Project Management Consultancy services for renovation / repair / refurbishment & Interior design including furniture design works in MDP Hostel in IIM Mumbai Campus (Erstwhile NITIE campus)” situated at Vihar lake Road, Powai Mumbai, Maharashtra 400087
4.	Date of receipt of written queries on or before	21.05.2024 up to 16.00 Hrs to be sent on 1) cpssc@iimmumbai.ac.in 2) osd.ips@iimmumbai.ac.in
5.	The address for requesting clarification	Chief Administrative Officer (Offg), Indian Institute of Management Mumbai, Vihar Lake Road, Powai, Mumbai- 400087.
6.	Pre Proposal Conference (Online & Offline)	24/05/2024 at 15.00 P.M. at mini conference room 1 st floor, administrative building, Indian Institute of Management Mumbai, Vihar Lake Road, Powai, Mumbai- 400087.
7.	Date of Tender	21/05/2024
8.	Last Date for Submission of Tender	30/05/2024 up to 11:00 hrs.
9.	Date of Opening of Technical Bids	31/05/2024 at 11:30 hrs.
10.	Date of opening of Financial Bid	Qualified bidder to be informed later
11.	Language is (i) Limitations on associating foreign consultants or consultancy firmare	English Foreign Consultants must have Indian Associates/ partners in Mumbai.
	(ii) The estimated cost of work	Rs. 3.5 Crores (approx.)
12.	Time of completion	9 months (2 Months for design and detailed engineering+ 7 months for construction / execution).
13	tender fees as per NIT.	2000/-
14	BID Security/EMD	Rs. 5,000 (The MSME registered parties shall be exempted from paying BID Security.)
15	Bid Security/EMD	The bidder shall submit a bid security declaration accepting that if they withdraw or modify their bids during the period of validity or if they are awarded

		the contract and they fail to sign the contract or to submit a performance security before the deadline then they will be suspended from being eligible to submit the bid for IIM Mumbai for the period of 5 years in future.
16	Site Visit	Mandatory
17	Bid Validity	90 days after submission of Bid Document
Time schedule for the Assignment is included – Appendix –A		

- i) The suggested configuration and qualification/ experience of the proposed key staff:

S. N.	Position	Experience	Qualification	Area of Expertise Preferred Experience
a.	Project Architect	05 Years	B. Arch / M. Arch	Preferably additional MBA with experience in Project Management would be desirable.
b.	Design Engineers/ Planning Engineers QA Engineers/ Architects/or Equivalent	05 years	B.E / B. Tech /B. Arch / M. Arch	Experience in relevant discipline
c.	Support Staff (Draftsman/Expeditors/Supervisors/Inspectors/Surveyors etc.)	05 years	Diploma (Relevant discipline) /ITI	Experience in relevant discipline

11. Financial proposal should be on - Percentage (%) fee chargeable on the estimated cost

Note:

- a) 'Additional jobs' means works not described in the tender documents and/or modifications in the works under the tender already completed, accepted and paid.
- b) Any revision/s of the document, reports, drawings, submissions etc. for the works under the tender shall not constitute additional work.
- d) Tax liability, insurance – description or reference to Documents:
- i) The Consultant and his personnel shall pay the taxes and other impositions levied under existing, amended or enacted laws during life of the Assignment.

- ii) The Consultant shall cover employer's compensation insurance for his or his sub consultant (if applicable) personnel in accordance with the provisions of relevant applicable laws.
- 12. The payment is proposed to be made on the basis of milestones achieved or deliverables received in a form acceptable to the IIM Mumbai, during the course of working on the Assignment. The proposed milestones/ deliverables for this purpose are included herewith.
- 13. Number of copies of the proposal: **Only Original**
- 14. The address for submission of proposal and information:
Chief Administrative Officer (Offg),
Indian Institute of Management Mumbai,
Vihar Lake Road,
Powai Mumbai– 400087.
- 15. Last date and time for Proposal submission: 30/05/2024 up to 11:00 hrs.
- 16. The proposal must remain valid up to **90 days from the date of Opening of Financial Bid** (Financial Bid to be opened on later date to be intimated to the bidders who qualifies Technical Bid).

TECHNICAL PROPOSAL

3A	Technical proposal submission form
3B	Comments & suggestions on the tender documents and data, services & facilities to be provided by the IIMM
3C	Description of methodology & work plan for performing the assignment (Optional)
3D	Format of curriculum vitae (CV) of proposed key professional staff (a) Key professionals and consultants proposed to be deployed for the project with their experience and details.
3E	Quality assurance and Quality control system

- 1 General: The agency shall employ and provide such qualified and experienced Personnel approved and agreed by the IIMM, to carry out the Services. The PMC shall also bind his Personnel to the confidentiality of the Services performed by them under this PMC Contract.
- 2 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 IIMM before deploying them on the job.
- 3 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 PMC's Key Personnel are to be furnished. If any of the Key Personnel has already been approved by IIMM his/her name is listed as well.
- 4 Removals and/or Replacement of Personnel
 - 4.1 Except as IIMM may otherwise agree no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the PMC, it becomes necessary to replace any of the Personnel, the PMC shall forthwith provide as a replacement a

person of equivalent or better qualifications.

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 PMC shall, at the written request of IIMM specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to IIMM. Failure to do so shall be construed to be a default for which IIMM could terminate the PMC Contract.

The PMC shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

1. The key professional staff, listed in the offer, shall be made available for the entire duration of the execution of assignment. This shall preferably be the permanent employees of the firm.
2. Proposed staff must have relevant educational qualification and experience, preferably under conditions similar to those prevailing at the locations of the assignment.
3. No alternative to key professional staff may be proposed and only one CV may be submitted to each position.

3A. AFFIDAVIT
(To Be Sworn on a Non-Judicial Stamp Paper of Rs.100/-)

*I/we.....

*Director/ Proprietor/ Partner of
(mention name of the organization and its complete address) do hereby solemnly affirm and declare as under:

1..... That * I/we..... *am/are registered as (mention name of * firm/company/ Consortium) vide Registration No under the provisions of (mention the name of the Act).

2..... That *I/we have applied in response to the Architectural and Design Consultancy Firms for Appointment of Architect to provide Architectural Consultancy and Project Management Consultancy services for renovation / repair / refurbishment & Interior design including furniture design works in MDP Hostel in IIM Mumbai Campus (Erstwhile NITIE campus) situated at Vihar lake Road, Powai Mumbai, Maharashtra 400087.

3..... That (mention name of organization) is eligible to submit the aforesaid proposal as neither the Applicant has been barred nor blacklisted by the Central Government and/or any State Government of India or by any organization funded by them at any time prior to the date of submitting this affidavit.

4..... That (name of the organization) or any of its constituents during the last three years has neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the applicants or any of its constituents.

5. That an annexure attached to this affidavit gives a list of all contracts of..... (mention name of the organization) or any of its constituents with the state/central government/government (public) sector organizations that are in arbitration.

Deponent Verification

*I/we..... the above-named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at (place) this..... Day of 2024 (Strike off whichever is not applicable)

DEPONENT

Note: Deponent will be the authorized signatory of the Applicant

3A. TECHNICAL PROPOSAL SUBMISSION FORM

FROM: (Name of Firm)

To,
Chief Administrative Officer (Offg),
Indian Institute of Management Mumbai,
Vihar Lake Road,
Powai Mumbai– 400087.

Subject: Architectural and Design Consultancy Firms for Appointment of Architect to provide Architectural Consultancy and Project Management Consultancy services for renovation / repair / refurbishment & Interior design including furniture design works in MDP Hostel in IIM Mumbai Campus (Erstwhile NITIE campus) situated at Vihar lake Road, Powai Mumbai, Maharashtra 400087.

We, the undersigned, offer to provide the consulting services for the above in accordance with your letter inviting offer and our Proposal. We are hereby submitting our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelop.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours faithfully,

Signature
(Authorized Representative) Full Name:
Designation:
Address:

Note:

- (i) In case of proprietary firm, the Proposals shall be signed by the proprietor above his full typewritten name and the full name of his firm with his current address.
- (ii) In case of partnership firm, the proposals shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney for the firm in which case a certified copy of partnership deed and current address of all the partners or the firms shall also accompany.
- (iii) In case of a limited company or a PSU or a corporation, a duly authorized person holding, power of attorney shall sign the proposals.

3B. COMMENTS/ SUGGESTIONS OF CONSULTANT

On the documents provided with the tender

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

On the data, services and facilities to be provided by the IIM-M.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Any Other

- 1.
- 2.
- 3.
- 4.
- 5.

6.

7.

3D. FORMAT OF CURRICULUM VITAE (CV) OF PROPOSED KEYSTAFF

Proposed Position: Name of firm:

Name of staff: _____

Profession : _____ Date of Birth.....:

Years with Firm:

Nationality: Membership of professional societies: _____

Detailed tasks assigned: _____

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half a page).

Education:

(Summarize college/university and other specialized education of staff member, giving names of the institutes, dates attended and degrees obtained. Use up to a quarter page).

Employment Record:

(Starting with present position, list in reversed order, every employment held, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and IIM-M references, where appropriate. Use up to three-quarters of page).

Present assignment:

Expected date of completion of present assignment, if applicable. Languages: (Indicate proficiency in speaking, reading and writing of each language by 'excellent' 'good', 'fair', 'poor')

Certification:

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

Date: _____

(Day/Month/ Year)

(Signature of the staff member and authorized representative of the firm).

Letter of Transmittal

From: M/s _____

E.O.I Notice No:

dated.....2024

To,
Chief Administrative Officer (Offg),
Indian Institute of Management Mumbai (IIMM),
Powai, Mumbai,
400087.

Subject: Architectural and Design Consultancy Firms for Appointment of Architect to provide Architectural Consultancy and Project Management Consultancy services for renovation / repair / refurbishment & Interior design including furniture design works in MDP Hostel in IIM Mumbai Campus (Erstwhile NITIE campus) situated at Vihar lake Road, Powai Mumbai, Maharashtra 400087.

Sir,

Having examined the details given in empanelment press notice and empanelment document for the above work, I/We hereby submit the empanelment document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms 'A' to 'I' and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for empanelment and have no further pertinent information to supply.
3. I/We submit the requisite certified Annual Turnover certificate and authorize the Chief Administrative Officer (Offg), IIM Mumbai to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed the following works:

Sr. No.	Name of work	Certified by	Performance / Completion certificate (to be enclosed)
			YES / NO
			YES / NO
			YES / NO
			YES / NO
			YES / NO
			YES / NO

Enclosures.

Appendix B: Deliverable by the Consultant

The Consultant shall submit for all disciplines of engineering the consultant shall submit DBR and preliminary drawings, cost for review by the Department, incorporate the comments, provide drawings/ details, provide tender drawings, BOQ, cost estimate, specifications etc. The detailed construction drawings shall be issued for all the disciplines for execution. Design calculation/ details are also to be submitted with drawings for review and approval. Proof checking of all services through IIMM/ NIT or approved by the Department. Necessary statutory approval for the project.

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

SL. No.	Description	No of copies	Scale
1	Initial concept plan, Master Plan, specification, layout	3 copies	1:200
2	Initial design of all services	3 copies	--
3	Drawings for submission to local/ statutory authorities	As reqd.	As reqd.
4	Good for Construction drawings for	4 Copies	1:50
5	Structural Drawings (structural drawing should be submitted in the same scale as the working drawing i.e. 1:50, only details can be at 1:20.)	4 copies	1:20
6	Detailed working drawing for execution of work	4 copies	--
7	Completion drawings for submission to local authorities	As per actual reqd.	As reqd.
8	A soft copy of all drawings in AutoCAD and that of reports and statements in Microsoft Word and Excel	3 CD's	--
9	Architectural 3D virtual model, views and walkthrough presentations and As built 3D model, including routing of services should be submitted for facilitating IBMS	3 CD's	--

FORM 'A': Financial Information

- I. **Financial Analysis** – Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Particulars	Financial Year				
	2019-20	2020-21	2021-22	2022-23	2023-24
I. Gross Annual turnover on Consultancy Fees (In Rs.Crores)					
II. Profit/Loss					
III. Certified by					

- II. **Financial arrangements for carrying out the proposed work.**

III. **The following certificates are enclosed:**

- a) Current Income Tax Clearance Certificate
- b) Profit & Loss account for last 3 years

Signature of Chartered Accountant with seal

Signature of Applicant(s)

FORM 'B': Details of all works of Similar Nature of Assignment completed during the last seven years ending last day of the month December 2023

(Note: Attach more sheet if required as per this format)

SIMILAR NATURE OF ASSIGNMENT COMPLETED				
Sr. No	Description	1	2	3
1	Name of work /project and location & Estimated cost of work			
2	Name & Address of Employer/ Organization, Contact Person & phone/mobile No			
3	Cost of fees in Rs. Crores			
4	Date of commencement as per contract			
5	Stipulated date of completion			
6	Actual date of completion			
7	Litigation/arbitration pending /in progress with details*			
8	Name and address/ telephone number of officer to whom reference may be made.			
9	Remarks			

*Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Applicant(s) with date & seal

FORM 'C': Projects under Execution or Awarded

(Note: Attach more sheet if required as per this format)

Sr. No.	Description	1	2	3
1	Name of work /project and location & Estimated Cost ofwork			
2	Name & Address of Employer/ organization			
3	Cost of Fees in Rs. Crores/Lakhs			
4	Date of commencement as per contract			
5	Stipulated date of completion			
6	Up to date percentage progress of work			
7	Slow progress if anyand reasons thereof			
8	Name and address/ telephone number of officer to whom reference may be made.			
9	Remarks			

Signature of Applicant(s) with date & seal

FORM 'F': Structure & Organization of Head Office

1	Name & Address of the applicant: (Furnish details of Main Office Details with Tel & \Fax /email id)		
2	Telephone No./ Mobile No./FaxNo & email id		
3	Legal status of the applicant (attach copies of original document defining the legal status) An individual A proprietary firm A firm in partnership A limited company or Corporation		
4	Particulars of registration with various Government bodies(attach attested photocopy) if any	Organization / Place of registration	Registration No.
5	Names and Titles of Director & Officers with designation to be concerned with this work:		
6	Designation of individuals authorized to act for the organization		
7	Was the applicant ever required to suspend assignment for a period of more than six months continuously after you commenced the assignment? If so, give the name of the project and reasons of suspension of work.		
8	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.		

9	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.	
10	Has the applicant, or any consultant partner in case of partnership firm, ever been convicted by a court of law? If so, give details	
11	In which fields of Consultancy assignment, the applicant has specialization and interest?	
12	Details of Technical Personal available as on date	
13	Any other information considered necessary but not included above.	

FORM 'H': Details of available IN-HOUSE Services

Sr. No.	IN HOUSE SERVICE	AVAILABILITY OF SERVICE (STRIKE OUT WHICH EVER IS NOT AVAILABLE)
1	ARCHITECTURAL-CIVIL	YES / NO
2	STRUCTRUAL ENGG	YES / NO
3	PUBLIC HEALTHENGINEERING	YES / NO
4	ELECTRICAL	YES / NO
5	MECHANICAL	YES / NO
6	HVAC	YES / NO
7	ACOUSTIC	YES / NO
8	FIREFIGHTING/ENGG	YES / NO
9	LAND SCAPING	YES / NO
10	AUDIO-VISUAL	YES / NO
11	INFORMATION TECHNOLOGY(IT)	YES / NO
12	ANY OTHER SERVICE	

FORM 'I': Details of proposed Associate Services

Sr.No	PROPOSED ASSOCIATE FOR	NAME & ADDRESS OF ASSOCIATE PROPOSED	YEARS OF EXPERIENCE	YEARS OF ASSOCIATION WITH THE PRIME CONSULTANT
1	ARCHITECTURAL-CIVIL			
2	STRUCTRUAL ENGG			
3	PUBLIC HEALTH ENGINEERING			
4	ELECTRICAL			
5	MECHANICAL			
6	HVAC			
7	ACOUSTIC			
8	FIREFIGHTING/ ENGG			
9	LAND SCAPING			
10	AUDIO-VISUAL			
11	INFORMATION TECHNOLOGY (IT)			
12	ANY OTHER SERVICE			

FORM 'J': Details of Technical and Administrative Personnel

Sr. No	Designation	Total No.	Number available for this work *	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

*Note: (Bio data of Key personnel available for this work to be enclosed)

FORM 'K': Details of Consultancy / Office Equipment likely to be used in carrying out the work

Sr. No.	Name of Equipment	No.	Capacity or Type	Age	Condition	Ownership status			Current Location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
A	CONSULTANCY <u>1.Hardware</u> Computer Plotters <u>2.SOFTWARE</u> (mention the software proposed to be used in this work along with License details etc.)									
2	Any other Office Equipment.(mention the equipment proposed to be used in this work)									

FORM

GEO-TAGGING SITE VISIT REPORT (On letter head)

I myself/authorized representative of Have personally inspected the work site on date Time and have made myself/our self satisfied with the site condition & quarry.

The details of Geo-Tagging (geo-tagged photographs) as mentioned in the tender will be uploaded along with the tender.

Date:

Place:

Time:

**SEAL & SIGNATURE OF AUTHORIZED SIGNATORY ON
BEHALF OF TENDERER**

(The tenderers shall submit the copy of the site visit report and geo-tagged photos as a part of tender.)

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISION

1.1 Definitions

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

- a. 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 Management Mumbai** 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.
- b. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
- c. Construction Work shall mean the physical execution of the facilities that are subject of this tender.
- d. 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.
- e. 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 temporarily allotted or used for the purpose of carrying out the contract.
- f. 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.
- g. The Director Means Director of Indian Institute of Management Mumbai and his successors.
- h. The Architect/ Architectural consultant means the agency and its sub-consultants appointed by Chief Administrative Officer (Offg) for comprehensive architectural design of any facility is subject matter of this work.
- i. **Accepting Authority** shall mean the Chief Administrative Officer (Offg) on behalf Director, Indian Institute of Management Mumbai, Powai, Mumbai 400087.
- j. **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 IIMM faulty design of works..

- k. **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.
- l. **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.
- m. **GST** shall mean Goods and Service Tax - Central, State and Inter State.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the IIM Mumbai and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract

This Contract, its meaning and interpretation and the relation between the Parties be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix-A hereto and, where the location of a particular task is not so specified, at such locations in India, as the IIM Mumbai may approve.

1.6 Notices

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing and shall be deemed to have been given or made when delivered in person to an authorized 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 SCC.
- (b) Notice will deem to be effective as specified in the SCC.

1.7 Authority of Member in charge

In case of Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' right and obligations towards the IIM-M under

this Contract, including without limitation the receiving of instructions and payments from the IIM Mumbai.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the IIM-M or the Consultant may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties

Unless otherwise specified in the SCC the Consultant, Sub-consultants and their Personnel shall pay 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 Contract Price. **However, GST as per actual, shall be payable to the Consultant.**

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other date as may be stated in the SCC.

2.2 Termination of the Contract for Failure to become Effective

If this contract has not become effective within such period of time after the date of the Contract signed by the Parties as shall be specified in SCC, either Party may, but not less than 4 (four) weeks written notice to other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultant shall begin carrying out the Services at the end of such time period after the Effective Date as 15 days from the date of the contract signed

2.3.1 Expiration of the Consultancy Contract

Unless terminated earlier pursuant to Clause 3.2.5 hereof, this Contract shall expire when the Services have been completed in all respect at the end of such time period after the Effective Date, which maybe suitably extended upon mutual agreement to complete the Assignment in all respects.

2.3.2 Termination

A). By IIMM

The IIMM may terminate this Consultancy Contract, by serving not less than thirty (30) days written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (1) through (4) of this Clause 3.2.5A and sixty (60) days in the case of the event referred to in (5) below.

1. If the Consultant fails to remedy a failure in the performance of their obligations under the

Contract within fifteen (15) days of receipt after being notified or within the such further periodas IIMM may have subsequently approved in writing;

2. If the Consultant becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes- advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
3. If the Consultant submits to IIMM a statement that has a material effect on the rights, obligation,or interests of IIMM and which the consultants know to be false.
4. If, as the result of Force Majeure, the Design Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
5. If IIMM in its sole discretion and for any reasons whatsoever decides to terminate this Contract.

B) By the Consultant

The Consultant may, by not less than thirty (30) days written notice to IIMM,such notice to be given after the occurrence of any of the events specified in paragraphs (1) and (2) below, terminate this Consultancy Contract:

1. If IIMM fails to pay any money due to the Consultant pursuant to this Contract and not subject todispute pursuant to Clause 3.2.6 hereof within forty-five (45) days after receiving written noticefrom the Consultant that such payment is overdue.
2. If, as a result of Force Majeure, the Design Consultant are unable to perform a material portionof the Services for a period of not less than sixty (60) days.

2.3.3 Payment upon Termination

- a) Upon termination of this Contract pursuant to Clause 3.2.5.A or Clause 3.2.5.B hereof, IIMM shall make the payment to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to IIMM) i.e., for the stage of work performed up to the date of termination.
- b) IIMM shall not be liable to pay any bonus, damage, or other claims of the Consultant for the loss of expected profit or interest in uncompleted portions of the work and services.
- c) In the event of termination of Contract, after receipt of full payment of sums mentioned in 1 and 2 above, from IIMM to the satisfaction of the Consultant, the Consultant shall furnish to all the design, drawings, data, documents and details as per the work completed and being paid for in clause 3.2.6.

2.4 Entire Agreement

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

2.5 Modification

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

2.6 Force Majeure

2.6.1 'Force Majeure' means and includes any because which is beyond the control of / either of the parties in the agreement which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Contract such as:

- a) Natural Phenomena such as floods, droughts, earthquakes, epidemics etc.;
- b) Acts of war – declared or undeclared, priorities and embargoes, quarantine etc.;
- c) Other Phenomena such as riots, civil commotion, state-wide / nation-wide (but not local) bandh etc.

2.6.2 Parties shall not be liable for the delays in Performing their part of obligation (s) resulting from any 'Force Majeure' causes as referred to above. The time for completion of the contract shall, however, be extended by a reasonable time to cover the period of delay completely attributable to the Force Majeure events.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

(a) Standard of Performance

The consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to the IIM-M, and shall at all times support and safeguard the IIM –M legitimate interests in any dealings with sub-Consultant or Third parties.

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.

- (a) The remuneration of the Consultant pursuant to Clause GCC 6.1 & 6.2 hereof shall constitute the consultant's sole remuneration in connection with this contract or the Services, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the consultant shall use their best efforts to ensure that any Sub-consultant, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- (b) if the consultant, as part of the Services, have the responsibility of advising the IIM-M on the procurement of goods or appointment of construction contractors, the Consultant shall comply with any applicable procurement guidelines work contract procedures etc. of the IIM M and shall at all times exercise such responsibility in the best interest of the IIM-M. Any discounts or commissions obtained by the Consultant in the exercise of such responsibility shall be for the

account of the IIM M.

- (c) The consultant shall not have the benefit either directly or indirectly of any royalty or gratuity or commission in respect of any patented or protected article or process used unless it is mutually agreed.

3.2.2 Consultant & Affiliates not to be otherwise interested in project

The Consultant agree that during the term of this Contract and after its termination, the Consultant and his affiliates, as well as Sub-consultants shall be disqualified from providing goods, works or services (other than the Services and continuation thereof) for any project resulting from the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor their sub-Consultant nor the personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

- (a) The Consultant, his Sub-contractors and the Personnel of either of them shall not disclose any information and data furnished to him by IIM-M to any third party nor shall disclose any drawings, reports, specification, manuals and other information developed and prepared for IIM-M by the Consultant and his Sub-contractors and the personnel of either of them, without prior written approval of IIM-M.
- (b) The consultant and his Sub-contractors and the Personnel of either of them shall be subject to the provisions of the Atomic Energy Act, 1962 and Official Secret Act 1923, with amendments as of date, pertaining to such information at all times.

3.4 Insurance to be taken out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any sub-consultant to take out and maintain, at their (or the sub-Consultant', as the case may be) own cost but on terms and conditions approved by the IIM-M, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions of contract (SCC), and (ii) at the IIM-M's request, shall provide evidence to the IIM-M showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.5 Consultant's Actions requiring IIM-M's prior Approval

The Consultant shall obtain the IIM-M's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the personnel as are listed in Appendix-C merely by title but not by name.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the IIM-M prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the sub-consultant and its personnel pursuant to this Contract; (iii) that the IIM-M shall have access to the premises of the sub-consultant to the extent necessary to coordinate the Services performed by the sub-consultant; and
- (c) any other action that may be specified in the SCC.

3.6 Reporting Obligations

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

- (a) **Documents prepared by the Consultant to be the property of IIM m** All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the IIM M, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the IIM M, together with a detailed inventory thereof. IIMM reserves the right of repetitive use of these designs, drawings, specifications etc. without any financial obligation to the Consultant.
- (b) The Consultant shall also return, along with the detailed inventory thereof, all plans, drawings, specification, reports etc. made available by the IIM M for performing the Services, upon termination or expiration of the Contract.
- (c) Copyrights and all proprietary rights of all design, drawings, specifications, software, program, reports, formats, manuals, documents etc. developed and prepared by the Consultant for this assignment shall vest with the IIM-M and shall not use these for any other purpose/assignment without the written permission of the IIM Mumbai. Any deviation to this effect will be dealt with in accordance with law.

3.7 Defect Liability

- (a) Should any defect or inadequacy occur in the work carried out or the service performed by the Consultant prior to the date of final acceptance of the work by the IIM M, the Consultant shall be under a legal obligation to perform, at his own initiatives and free of cost without any additional liability to the IIM-M, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Engineer-in-charge regarding defect or inadequacy' in the work so carried out and service rendered shall be final and binding.
- (b) The defect liability period shall be 12 months after successful handing over of project.
- (c) In case, despite the specific request by the IIM M to the Consultant to rectify or remedy the defect or inadequacy so pointed out and brought to the notice of the Consultant, the Consultant fails and neglects to rectify the same, within the time frame given by the IIM M for such rectification then the IIM M shall be within its right to correct such defects of the inadequacy(s) rectified from a third agency at the costs and risks of the Consultant. It shall be within the right of the IIM M to adjust/ recover such additional costs, so incurred by the IIM M from the payments due and payable to the Consultant.
- (d) Liability of the Consultant shall expire as per the time schedule/ provision specified in SCC.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced personnel as are required, and agreed by the Engineer-in-charge, to carry out the Services. The Consultant shall also bond his personnel to the confidentiality of the Services performed by them under this Contract.

4.2 Description of personnel

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

4.3 Removal and/or Replacement of personnel

- (a) Except as the IIMM may otherwise agree no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the consultant, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the 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 Consultant shall, at the IIMM's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the IIMM could terminate the contract.
- (c) The consultant shall have no claim for additional costs arising out of or incidental to any removal and /or replacement of Personnel.

5. OBLIGATIONS OF THE IIM-M

5.1 Assistance and Exemptions

The IIM-M shall use its best efforts to:

- (a) Provide the Consultant, sub-consultant and personnel with work permits, pertinent data and such other documents as shall be necessary to enable the Consultant, Sub-consultant or Personnel to Perform the Services;
- (b) Issue to officials, agents and representatives of the IIM M 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 the IIM M by the consultant in such a reasonable time as not to delay the work of the consultant.

5.2 Change in the Applicable Law

If, after the date of this contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the consultant in performing the services, then the remuneration and reimbursable expenses otherwise payable to the consultant under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the contract price specified in clause GCC 6.1(b).

5.3 Payment

In consideration of the Services performed by the consultant under this contract, the IIM-M shall make to the consultant such payments and in such manner as is

provided by Clause GCC 6.

6. PAYMENTS TO THE CONSULTANT

6.1 Contract Price; Ceiling Amount

- (a) The cost of the Services payable in foreign currency is set forth in Appendix-G. The cost of the Services payable in Indian Rupees is set forth in Appendix-H.
- (b) Except as provided in Clause 5.2 and as may be otherwise agreed under Clause 2.6 payment under this contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC. The Consultants shall notify the IIM M as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

6.2 Remuneration & Reimbursable Expenditures

- (a) Subject to ceilings specified in Clause 6.1(b) hereof, the IIM M shall pay to the Consultants (i) remuneration as set forth in Clause 6.2(b), and (ii) reimbursable expenditures as set forth in Clause 6.2(c)
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with the Clause GCC 2.3 and SCC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such as additional provisions as set forth in the SCC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Service, as specified in Clause SCC 6.4(b).

6.3 Payment for Additional Services.

For the purpose of determining remuneration due for additional services, as specified in the SCC and may be agreed under Clause 2.6, a breakdown of price is provided in Appendix-G&H.

6.4 Currency of Payment

- a) Foreign currency payment shall be made in currency or currencies specified as foreign currency or currencies in the SCC and local currency payment shall be made in the Indian Rupees. The date of exchange rate is the date of opening of part-II financial proposal and the exchange rate to conform State Bank of India (SBI) B.C. selling.
- b) SCC shall specify which items of reimbursable expenditure shall be paid respectively, in foreign and in local currency.

6.5 Mode of Billing & Payment

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

- (a) The payment to the Consultant will be made periodically as per the schedule of payment agreed upon. The IIM M shall cause the payment to the Consultant to

the extent of ninety (90) percent of the amount indicated in the bill, received in triplicate along with duly approved supporting documents, within thirty days of receipt of the bill. Balance ten (10) percent will be paid along with the final payment.

- (b) The final payment under this Contract shall be made only after the final report and a final statement identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Engineer-in-charge. The Services shall be deemed completed and finally accepted by the Engineer-in-charge and the final report and final statement shall be deemed approved by the IIM M as satisfactory ninety (90) days after receipt of the final report and final statement by the IIM M unless the IIM-M, within such ninety-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount with the IIM M has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provision of this Contract shall be reimbursed by the Consultant to the IIM M within thirty days after receipt by the Consultant of notice thereof. Any such claim by the IIM M for reimbursement must be made within twelve (12) months after receipt by the IIM M of a final report and a final statement approved by the IIM M in accordance with the above.

6.6 Terms & Conditions of Payment

Payment will be made to the account of the Consultant and according to the payment schedule stated in the SCC.

The payment schedule envisages as

- a. On the basis of the milestone achieved during the execution of this contract as stated in SCC.
- b. An activity/sub activity will be considered 'complete' when the same is checked, independently reviewed and accepted/ by the competent authority of the IIM M. Only after completion of the activity/sub-activity, the consultant will raise the invoice for the amount representing that particular activity/sub-activity.
- c. In case the consultant so desires, on his furnishing the bank guarantee, in a form acceptable to the IIM M, for an amount equal to total retention money in terms of the contract, kept valid for the entire period of the contract including defect liability period, no retention amount will be recovered from the bills payable to the consultant.

7. SETTLEMENT OF DISPUTES

7.1.1 Dispute Settlement Mechanism

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. Any dispute or difference at any time arising between IIMM 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, IIMM, who shall decide the case in accordance with the contract provisions and subject to the provisions

of the Indian Arbitration and Reconciliation Act, 1996 and its amendments 2015 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.

4C Special Condition of Contract

1. Security Deposit

In the event of your receiving the Consultancy Contract, Consultant will have to pay the performance Security (Ps) as below. This will be paid in two stages as specified below:

1.1 PERFORMANCE GUARANTEE: -

In the event of your receiving the consultancy contract, consultant will have to pay **performance Guarantee @ 5% of the Contract value** in the form of 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 as Annexure- 'A'. **Retention money recovered from the Consultant's running bill @ 5%** of bill value till the full amount of Security Deposit is built up value. SD can be paid in the form of Demand Draft/Bank Guarantee by the Consultant EMD deposited at the time of submission of proposal will be treated as part of SD. Amount kept under SD shall not bear interest and same shall be returned to consultant after satisfactory completion of the contract.

- (a) The Consultant shall submit an irrevocable Performance Guarantee of 5% (five percent of the tendered amount for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent and /or work order. This period can be further extended by the Engineer-in-charge up to a maximum period of 7 days on written request of the consultant stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of 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 as Annexure- 'A' hereto. In case a fixed deposit receipt of any Bank is furnished by the consultant to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (b) A letter of intent shall be issued in the first instance informing the successful consultant of the decision of the competent authority to accept his tender and the award letter shall be issued only after the performance Guarantee in any of the prescribed form is received. In case of failure by the consultant to furnish the performance guarantee within the specified period. Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money deposit absolutely.
- (c) 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 enlarged, the consultant shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the consultant, without any interest.

- (d) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the president of India 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 consultant to extend the validity of the performance guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the performance guarantee.
 - (b) Failure by the consultant to pay President of India any amount due, either as agreed by consultant or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-charge
 - (c) In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the president of India.

1.2 : RECOVERY OF SECURITY DEPOSIT:

- (a). The person(s) whose tender(s) may be accepted (hereinafter called the Consultant shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will mount to security deposit of total 10% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he has / they have deposited amount of Security at the rate mentioned above in cash or in the form of Government Securities or Fixed Deposit Receipts. In case a fixed deposit receipt of any bank is furnished by the Consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Consultant and the Consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (b). All compensation or the other sums of money payable by the Consultant under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Consultant by Government or any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Consultant shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by scheduled banks or Government Securities (if deposited for more than 12 months) endorsed in favor the Accounts Officer, IIM Mumbai , any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the Consultant at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

2. Measures to be Taken upon Force Majeure

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum

of delay.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than ten (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

3. Suspension of Services

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

4. Foreclosure of the Contract

It shall be within the authority of the IIM-M at any time after acceptance of the bid or during the execution of the work, to foreclose or reduce the scope of the work, for any reasons whatsoever, either partly or wholly by giving the written notice not less than 15 days to the Consultant. In such an event, the Consultant shall have no claim whatsoever on account of any profits (s) or advantage (s) which the Consultant might have derived from the execution of work in full but for the reasons of the foreclosure of the whole or part of the work. However, the Consultant shall be paid at the contract rates for the Services performed by him and the amount certified by the 'Engineer-in-Charge'.

5. Abandonment of Work

In case, the work is abandoned by the Consultant, without good and sufficient justifications and consequent loss suffered by the IIM-M in getting the left out job completed from other agency, the consultant shall be liable to compensate the IIM-M adequately by paying the difference(s) in the amount of the actual Contract value awarded to the new Consultant for completing the left out balance work and the amount which would have been paid to the Consultant had the Consultant not abandoned the work.

6. Performance Guarantee

The Consultant shall carry out the work and in conformity with generally accepted norms and sound engineering practices. Consultant shall be responsible for the technical soundness of the Services rendered by him. In the event of any deficiency noticed at any time up to 12 months from the date of full commissioning of the plant, the Consultant shall inter alia promptly redo such design, engineering, analysis, inspection, site supervisory services etc. at no extra cost to the IIM-M. However, performance guarantee will not be insisted for consultancy contract which is not envisaging a definable delivery of product, design etc.

7. Rectification of Errors, Omissions etc.

All errors and omissions in design, drawings, specifications, tenders, manuals etc. furnished by the Consultant shall be rectified by the Consultant and should the error or omission be the result of fault and negligence on the part of the Consultant or his personnel, the Consultant shall rectify the same at his own cost. Should such rectification be not carried out to its reasonable satisfaction, IIM-M may at its discretion have such rectification done by any other consultant, and reasonable fee and disbursement of such other consultant shall be borne by the Consultant.

8. Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the IIM-M or its designated representative periodically, and up to three years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the IIM-Mumbai.

9. Equipment and Materials furnished by the IIM-M

Equipment and materials made available to the Consultant by the IIM-M, or purchased by the Consultant with funds provided by the IIM-M, shall be the property of the IIM-M and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the IIM-M an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the IIM-M's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the IIM-M in writing, shall insure them at his own expense for an amount equal to their full replacement value.

10. Indemnification

- (a) The Consultant shall indemnify and keep indemnified the IIM-M for and against any and all claims, actions, demands, costs, charges and expenses arising from or for infringement of patent rights, copy rights or other protected rights, if any, in design, plans, diagrams, drawings in respect of any of the equipment, processes or construction methods furnished by the consultant for the performance of the Service, and found to have infringed any such rights.
- (b) In the event of any claim being made or action being brought against the IIM-M in respect of any of the matters referred to the above, consultant shall promptly be notified and it shall at its own expenses conduct all negotiations for the settlement of the same and any litigation that may arise.
- (c) In the event of any designs, plans, diagrams, drawings in respect of any of the equipment, processes or construction methods furnished by the consultant for the performance of the service constitute infringement patent or any protected rights and thereof restrained, Consultant shall extra cost IIM-M procure right continue using same or replace the same at own costs with non-infringing work approved the IIM-M or modify them so that become infringing, but such modifications shall otherwise to the satisfaction the IIM-M
- (d) The provisions of (a) to (c) above shall survive the completion, expiration or

termination of the Contract.

11. Responsibility for Data & Designs

- (a). The final responsibility for the correctness, adequacy and accuracy of the designs, drawings, technical specifications, tender's documents, purchase specifications, installation instructions and commissioning steps etc. furnished by the Consultant, shall lie with the Consultant.
- (b). The Consultant shall ensure that all designs and services rendered by him, under this Agreement, are in compliance with the existing State/ Central Statutory regulations of bodies as well as IIM_M / Safety Authority. Inter-institutional coordination in the design & development of codes/software etc. shall also be the responsibility of the Consultant.

12. Liability of the Consultant

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant for all guarantees & warranties shall be limited to 5% (Five Percent) of the Contract Price.
- (b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.
- (c) In case of gross negligence or willful misconduct on the part of the consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant shall be 100% of the contract value for defects in the deliverables/deficiencies in the Services.

13. Consultant's Personnel

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services. The Consultant shall also bound his Personnel to the confidentiality of the Services performed by then under this contract.

14. Sub Consultants:

Normally no sub-contracting of the consultancy work as awarded to the Consultant is permitted by IIM-M. However, in case where it becomes essential to engage a sub-consultant, the name of such sub-consultant along with the nature of the work to be sub-contracted and full credentials of the sub-consultant shall be submitted to IIM-M for evaluation and approval. However, the subconsultant, if permitted, shall be bound by all clauses of this contract.

15. Foreign Association

Foreign Consultant must have Indian Associates/ partners.

16. Working hours, Overtime, Leave, etc.

- (a) The Consultant, Sub-consultant or their Personnel shall not be entitled to any overtime payment and the same deemed to have been included in the Contract Price. Taking of leave by Key Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- (b) The Consultant's personnel working at the Site shall observe the site construction working hours and holidays.

17. Project Organization

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

18. Access to Site

The IIM-M warrants that the Consultant shall have, free of charge, unimpeded access to the Site in respect of which access is required for the performance of the Services. The IIM-M will be responsible for any damage to such Sites or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any sub consultant or the Personnel of either of them.

19. Security Rules

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

20. Rights of Other Agencies

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

21. Idle Claim

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

22. Fairness & Good Faith

(a) Good Faith

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

realization of the objectives of this Contract.

(b) Operation of the Contract

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

23. CONFIDENTIALITY CLAUSE

a) No party disclose any information to any third party concerning the matters under this contract generally. In particular, any information identified as "CONFIDENTIAL" in nature by the IIM-M shall be kept strictly confidential by the consultant and shall not be disclosed to any third Party without the prior written consent of the IIM-M.

This clause shall apply to the Sub-contractors, Consultants and Advisers or to the employees engaged by the party with equal force.

b) Restricted information categories under section 18 of the Act-1962 and official secrets under Section-5 of the Official Secrets Act-1923.

Any contravention of the above mentioned provisions by any contractor, consultant, adviser or the employees of a contractor will invite penal consequences under the aforesaid legislation.

c) Prohibition against use of IIM-M's name without permission for the publicity purposes:

The contractor or sub-contractor, consultant, adviser or the employees engaged by the consultant shall not use IIM_M name for any publicity purposes through any public media like Press, Radio, T.V or Internet without the prior written approval of IIM-M.

25. Jurisdiction

The Courts in the City of Mumbai shall have exclusive jurisdiction to deal with disputes or matters arising out of this Agreement.

Consultant shall provide following minimum skilled manpower for the PMC during execution stage

Appendix B: Personnel STAFF TO BE DEPLOYED

Sr. No	Designation	Qualification	Minimum Experience (Years)	Period of deployment (months) During Construction period of completion 24 months	Nature of Duties & Responsibilities	Rate of Recovery in case of non-deployment @ pro rata basis
1	2	3	4	5	7	8

Sr. No	Designation	Qualification	Minimum Experience (Years)	Period of deployment (months) During Construction period of completion 24 months	Nature of Duties & Responsibilities	Rate of Recovery in case of non-deployment @ pro rata basis
5	a) Assistant Engineer- Execution (Civil & PH)	Diploma In Civil Engg.	5 Years	1 (one)	Overall execution & supervision of all the works. available full time at site of work being executed /supervising	50,000/-
6	Supervisor Execution (Civil & PH)– Reporting to Junior Engineer	Diploma/ITI certificate	ITI with 5years	2 (Two)	Assisting overall supervision for Execution Civil and shall be available full time at site of work being executed /supervising	30,000/-

Terms & Conditions:

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

In the event of the construction work getting suspended or slowed down and if at the

discretion of IIM MUMBAI, it is assessed that there is a need to reduce the personnel by the agency, the same shall be complied with by the construction supervision agency and time scale payment for this period shall be proportionately reduce with mutually agreed rate.



**Indian Institute of Management
Mumbai**

NIT No.: IIM Mumbai/ST Tender/ MDP/Misc 05

Dated:21/05/2024

TENDER DOCUMENT
for
Appointment of Consultant
For Providing Architectural consultancy &
Project Management Consultancy Services Complete
For
Various renovation / repair / refurbishment & Interior including furniture of civil & Structure
works in MDP Hostel in IIM Mumbai Campus

VOLUME – II
FINANCIAL BID

SECTION – II: FINANCIAL BID

- II - A: Financial Bid
- II – B: Milestone for Payment of Consultancy Charges
- II – C: Effecting payment
- II – D: Reimbursable Expenses
- II – A: FINANCIAL BID**

Price Schedule

S.N.	Item Description	Unit	Percentage quoted) Over estimated cost of Rs. 3.5 Cr	Amount Quoted
1.	<p>Architectural and Design Consultancy Firms for Appointment of Architect to provide Architectural Consultancy and Project Management Consultancy services for renovation / repair / refurbishment & Interior design including furniture design works in MDP Hostel in IIM Mumbai Campus (Erstwhile NITIE campus) situated at Vihar lake Road, Powai Mumbai, Maharashtra 400087.</p> <p>(Total in words) (Estimated cost Rs. 3,50,00,000/- i.e. Rs twelve crore only/-, GST to be paid extra as per actual).</p> <p>Note: For Consultancy, the amount payable will be in % on construction cost, which include the fees payable to architect by IIM Mumbai (without GST) + the actual cost executed thorough contract +as per the certified bills of the contractor/s as given in the milestones for payment in (II-B). (without GST). The cost of escalation / award on arbitration to contractor etc. to contractor shall not be included in the construction cost.</p>	% of actual cost work done	<p>.....%</p> <p><i>In words</i> (..... ... point.....)</p>	
	Total amount			

Signature
(Authorized Signatory of Consultants)

Full Name:

Designation:

Payment Schedule

S. N.	Stage	% of Consultancy fee to be paid
1	On Completion of Stage – 1 (Preparation of concept Design and its approval).	5% of total consultancy fee payable.

2	On Completion of Stage – 2 Preparation of Preliminary Design & Drawings	10% of total consultancy fee payable.
3	On Completion of Stage – 3 Preparation of Working Drawings & Tender Documents	30% of total consultancy fee payable.(Proportionate to quantum of services completed).
4	On Completion of Stage 4 - Construction stage (Project management consultancy during execution).	45% of total consultancy fee payable.(Proportionate to value of work done).
5	On Completion of Stage 5 - Post construction stage (Final as built drawings & handing over)	10% of total consultancy fee payable

Note:

1. The Value of work to be considered for calculation of fee shall be lower of (i) Technically Sanctioned Cost and (ii) Actual executed corresponding construction cost. In case of IIMM asking for additional works to be included over and above the technically sanctioned one, this component will also be taken into consideration for calculation of architectural fee.
2. Until the actual cost is known, the fee for interim payments from Stage 1 to Stage 5 shall be provisionally calculated based on preliminary cost estimate of **Rs. 3.5 Crores**.
3. All the interim payments made shall be treated as advance payments against Final Bill.
4. Fee for stage 1 to 3 shall be provisionally calculated on the basis of lower of Technically Sanctioned Cost and Work Order value.
5. Fee for Stage 4 & 5 including Final Bill will be paid on proportionate value of Work (refer "2" above)
6. Quoted percentage shall include all the taxes applicable except GST which shall be added separately. Percentage quoted shall be written in figure and words both.
7. In case of any anomaly between percentage quoted in figure and words, percentage quoted in words will be taken into consideration for evaluation and award.

II – D: REIMBURSABLE EXPENSES:

5.4 Reimbursable expenses

1. Fees payable to Statutory Authorities such as Chief Fire Officer, BMC etc. if any with prior approval.
2. Detailed site survey
3. Geotechnical soil investigation.

4. Topographic Survey
5. Cost of travelling for inspection of equipment's /goods on instructions from IIM MUMBAI and pre-approved by IIM MUMBAI.
6. Preparation of walkthrough if required by IIM Mumbai

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

INTEGRITY PACT

To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of IIMM

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____, 2024

BETWEEN

Director IIMM represented through Chief Administrative Officer (Offg) (Hereinafter referred as the Principal/ Owner, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

_____ (Herein referred to as the Bidder/ Architect/PMC and which expression shall unless repugnant to the meaning or context hereof includes its successor and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for -

(Name of work)
hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIMM / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any.

Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by orcausing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation,threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or itsestablished policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have power to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has

substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Bidder with the tenure of the Contract.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIMM.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing.
3. If the Bidder is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties

with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1

(signature, name and address)

2

(signature, name and address)

Place:

Dated:

(On legal paper)

- 1) In consideration of IIM Mumbai (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 Architect/ 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 IIM Mumbai. (hereinafter called "*the Letter of Agreement*") having agreed to production of an irrevocable bank Guarantee for Rs. _____ (Rupees _____ only), as a guarantee from the Architect/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 Architect /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 Architect / 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 Architect/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 Architect/ 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 Consultancy 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.

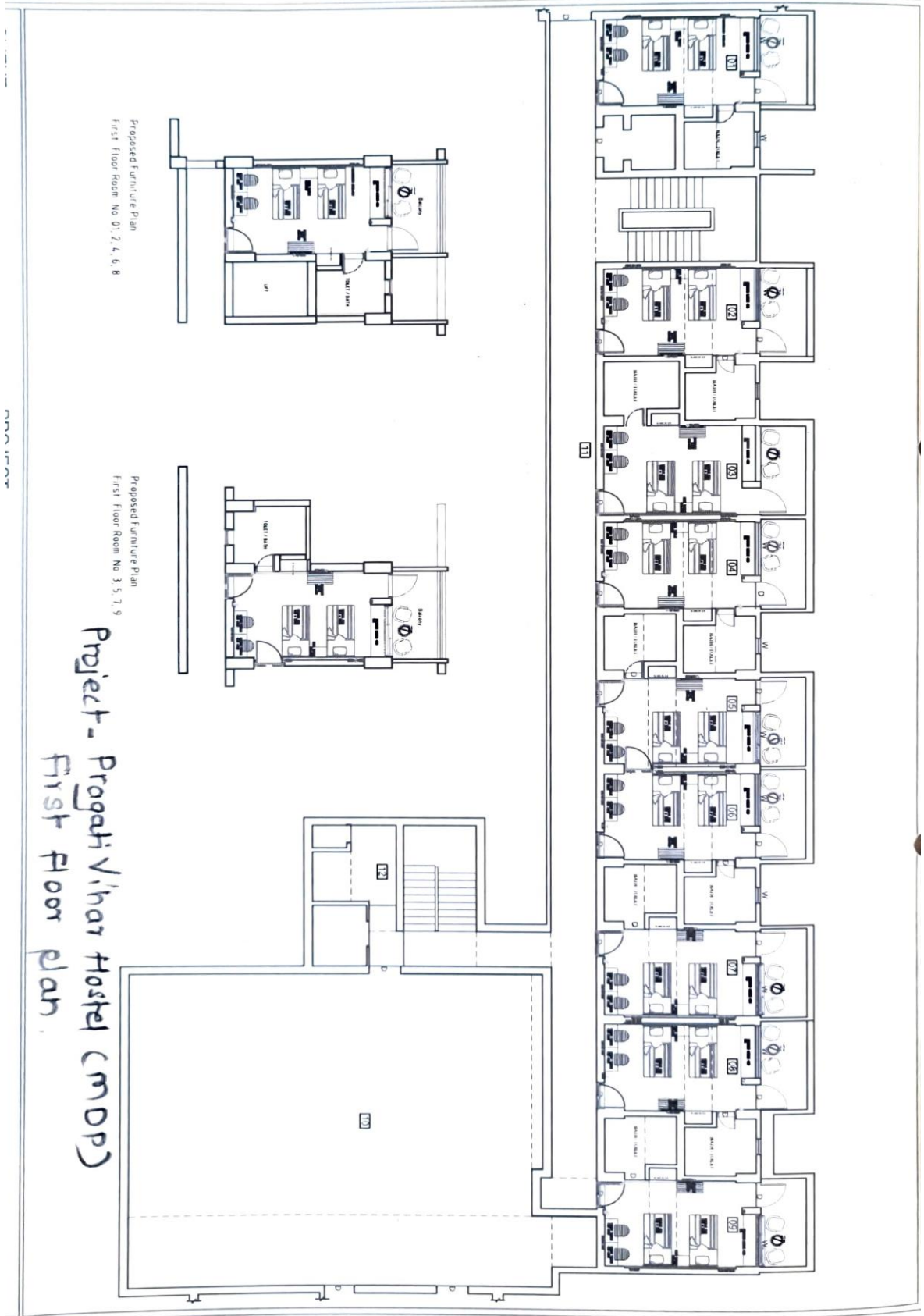
- 7) This guarantee shall be valid up to _____ unless extended on demand.

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 for (Indicate the name of the Bank).

The floor plans (Ground floor to 6th floor) are provided herewith for reference only the furniture's shown are indicative only, the Architect has to physically take the measurements of the room sizes and redesign the furniture suiting to the interior

design proposed by him.





Proposed Furniture Plan
 First Floor Room No 01, 2, 4, 6, 8

Proposed Furniture Plan
 First Floor Room No 3, 5, 7, 9

Project - Pragati Vihar Hostel (MDD)
 First Floor plan

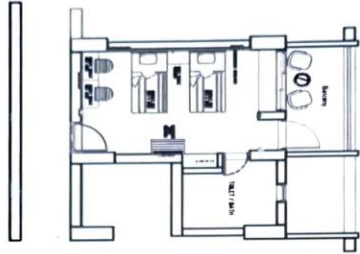
CLIENT:

PROJECT:

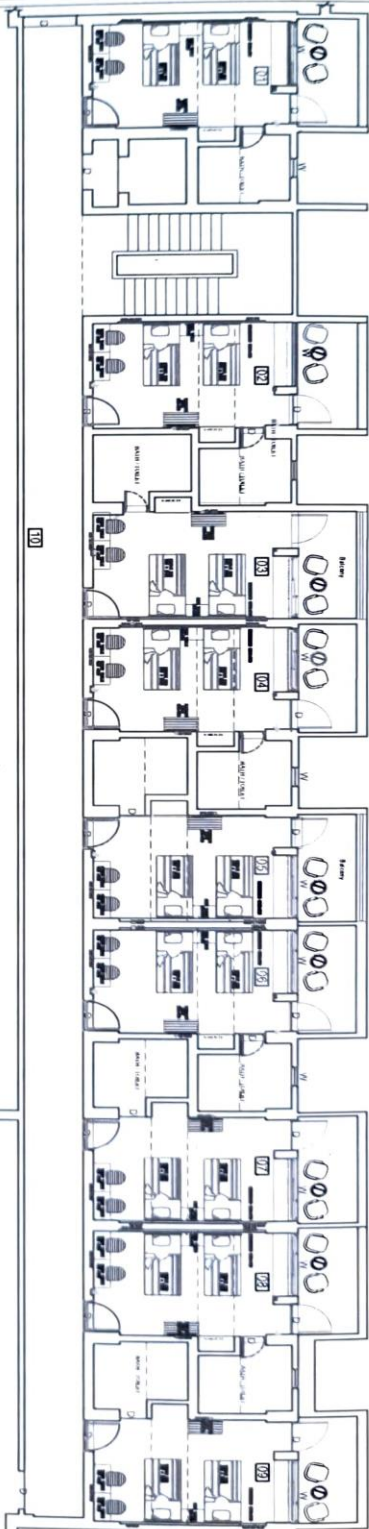
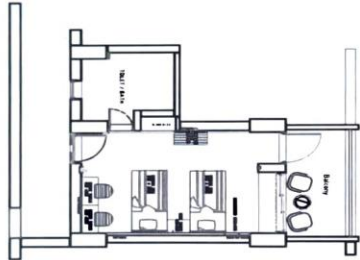
DEVELOPER:

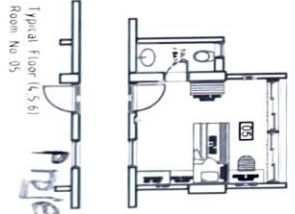
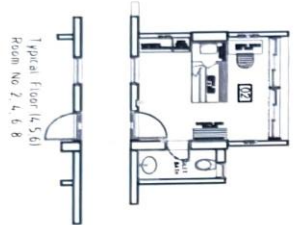
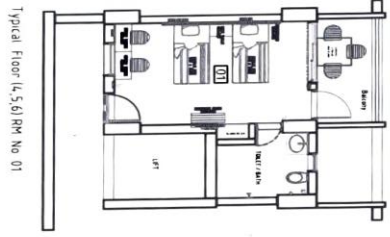
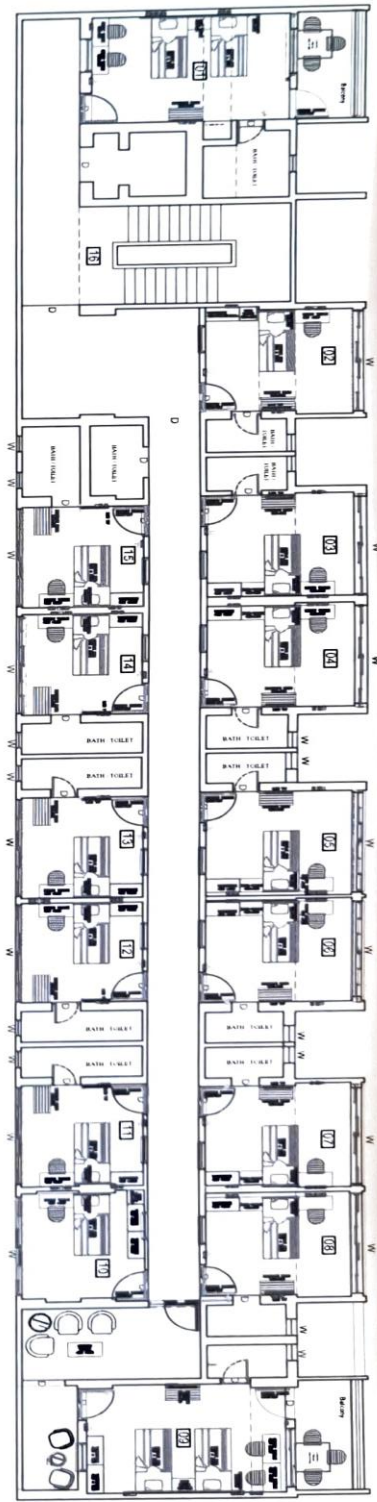
Project - Pragati Vihar Hostel (MHP)
Typical Floor (2nd & 3rd)

Typical Floor (2.3) Room No 04



Typical Floor (2.3) Room No 09





*Project - Pragati Vihar Hostel (MOP)
 Typical (4th, 5th & 6th) Floor.*

CLIENT.

DD/CLIENT.

