



INDIAN INSTITUTE OF MANAGEMENT MUMBAI
Vihar Lake Road, Powai, Mumbai-400087

INVITES
REQUEST FOR PROPOSAL
For

Comprehensive Consultancy Services for Creation of Cafeteria at IIM Mumbai

NIT No; IIMM/IPS/DC/CAFETERIA/2026/003A

Volume I

Chief Administrative officer,
Indian Institute of Management Mumbai
Vihar lake road, Powai, Mumbai 400087

March 2026

RFP SCHEDULE

Name of Organization	Indian Institute of Management Mumbai.
Tender Type (Open/ Limited/ RFP / Auction/ Single)	Open
Tender Category (Services/ Goods/ Works)	Service
Is multi-currency allowed	No
Date of issue/Publishing RFP	02/04/2026 at 1800 hrs
Document Download/Sale Start Date	02/04/2026
Document Download/Sale End Date	13/04/2026 at 1500 hrs
Submission of Pre-bid queries online	06/04/2026 at 1300 hrs
Date of Pre-Bid Conference	07/04/2026 at 1430 hrs
Venue of Pre-Bid Conference	Mini – conference room ,1 st Floor, IIM Mumbai, Vihar lake road, Powai, Mumbai 400087
Estimated Amount	Rs. 8,55,000.00 (Incl. GST)
Last Date and Time for uploading of Bids	13/04/2026 at 1500 hrs
Date and Time of opening of Technical Bids	14/04/2025 at 1500 hrs
Bid document Fees	Rs. 5000.00 /- Incl. of GST (Through e-payment)
EMD	Rs. 18,000/- (Through e-payment)
No. of Covers	02 (Two)
Bid Validity days	120 days
Address for communication	Chief Administrative officer, IIM Mumbai, Vihar lake road, Powai, Mumbai 400087
Price Escalation	NIL
Contact No.	022 2803 5200 / 022 2857 3371
Email Address	osd.ips@iimmumbai.ac.in
Bank Details	Bank name - State Bank of India Account Name - IIM Mumbai Main Account Current Account No. - 10007680096 IFSC code - SBIN0009055 MICR No - 400002117 Branch Name -NITIE Vihar Lake Branch Code - 09055

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Definitions: In this document the following words and expression have their meaning here by assigned to them.

Bidder means the individual, proprietary firm, firm in partnership, limited company, private or public or corporation who is participating in this bid as a sole bidder or in consortium as indicate in this document.

Construction Agency: The Construction Agency engaged by IIM Mumbai.
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Institute means the Indian Institute of Management, Vihar lake road, Powai, Mumbai 400087
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Architect Consultant means the bidder who is selected as per the evaluation process to carry out the Archiect consultancy work.
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SECTION – I: INVITATION OF RFP

1. INTRODUCTION

Indian Institute of Management, Mumbai (erstwhile NITIE) situated at Vihar Lake road, Powai, Mumbai 400087 was established by Government of India in 1963 with the assistance of the United Nations Development Programme (UNDP) and the International Labor Organization (ILO). IIM Mumbai has been consistently ranked among the top B-schools in India. IIM Mumbai is ranked 6th in the National Institutional Ranking Framework (NIRF) rankings for 2024 among Management Institutes across India. IIM Mumbai is committed to creating skilled professionals in diverse functional areas like Operations Management, Analytics, Finance, Marketing, Project Management, HR, Information Technology, and Sustainability Management. IIMM invites bids for the “Comprehensive Consultancy Services for Creation of Cafeteria at IIM Mumbai”

1.1 PARTICULARS

The consultancy bids are invited for creation of a cafeteria and a utility shop in the existing semi-basement under the front promenade of Academic and Library Building of IIM Mumbai

Covered Built-up Area	800 sqm
Hard Paved Area Open to Sky	150 sqm
Greenspace/ Landscaped/ Soft paved area	2000 sqm

The above areas are approximate and indicative in nature. The bidder should indicate the exact area considered by them. Any variation in area shall not be paid separately.

2. Contact information

Contact No. 022 2803 5200 / 022 2857 3371

3. Who can apply

Those companies who meet the eligibility criteria for providing consultancy services for architect can apply as a sole bidder. Joint Venture / Consortium are not allowed. The financial turnover, time responsibility and delivery conditions shall apply to the bidder.

4. How to apply

This RFP is published on Central Public Procurement Portal. The proposals shall be received online only through the Central Public Procurement Portal. <https://eprocure.gov.in/eprocure/app>). In order to apply online, a bidder must be registered on the portal (see Annexure-2 for detail guidelines) and must have a valid class II/III Digital Signature Certificate (DSC) in the form of a smart card, e-token etc. in the company's name. This is a pre-requisite for the registration as well as for the submissions of the bid proposal.

The bidders shall be required to upload digitally signed documents in .pdf format. Alternately, each page may be physically signed, scanned and uploaded in the .pdf format.

There shall be two separate .pdf files that will be uploaded by the bidders for technical bid evaluation:

File – 1: Receipt of RFP fee, EMD and Letter of transmittal as per Annexure-1.

File – 2: Submittals as given 'TERMS AND CONDITIONS' of this document.

Note: Uploading of illegible documents may lead rejection of the bid.

The financial bid shall be submitted as per the procedure of CPP. This shall not be opened till the technical bids are evaluated as per the procedure outlined in this RFP

5. How to send the proposal

All bid proposals must be submitted only online through the Central Public Procurement Portal as per the deadlines provided in the RFP schedule.

The bid proposals will not be accepted in person or through mail/ courier etc. Please note that the Institute will not take any liability for bid proposals received late or not received at all due to any reasons including delay in procurement of DSC, delay in registration on CPP, non- availability of network etc.

NOTE: All documents submitted by the bidders in their bid proposals shall become the property of the Institute and may be used without making any reference to the bidders. For any further clarifications, the bidders can contact the Institute as per the contact details given in the RFP schedule. For any assistance regarding the Central Public Procurement Portal, a 24x7 helpline number (+91-120-4493395, +91-120-4001002 or +91-120-4001005) may be used by the bidders.

6. Validity of RFP

The RFP proposal must be valid for a period of at least 120 days from the date of financial bid opening. It shall be assumed so in case, it is not explicitly mentioned in the proposal. Proposals will be summarily rejected if they are not valid for at least 120 days.

7. Last date for submission of bid proposals

The last date for submission of RFP documents is given in the RFP schedule.

8. Opening of bid proposals

The bid proposals will be opened as per the date and address given in the RFP Schedule.

9. IIM Mumbai reserves the right to cancel any bid or all the bids and cancel the overall tender process at any stage without assigning any reason. IIM Mumbai is also not bound to accept the lowest quoted bid.

(END OF SECTION-I)

SECTION – II: TERMS AND CONDITIONS

2.1 GENERAL INSTRUCTIONS

- 2.1.1 IIMM shall appoint an Architectural Consultant for the project through the two Bid system – (1) Technical Bid, (2) Price Bid.
- 2.1.2 The bidders are advised to visit and examine the site of work, to fully acquaint them of the site conditions, its surroundings and obtain any information that may be necessary, in addition to those provided in this document, for preparing the designs. The Architectural Consultant shall be deemed to have fully acquainted himself about the site condition, whether he/ she inspects it or not.
- 2.1.3 The design should adhere to the building bye-laws applicable for the area.
- 2.1.4 The intending Architectural Consultants will quote their consultancy fees in Schedule of Financial Quote.
- 2.1.5 All clarifications shall be sought before on or before Pre-Bid Meeting.
- 2.1.6 The submission of the bid by the Consultant would imply that the Consultant has carefully read and agreed to the terms and conditions contained in this bid document.
- 2.1.7 The bid for the work shall remain open for acceptance for a period of 120 days from the date of submission of the bids, which may further be extended by mutual agreement and the consultant shall not cancel or withdraw the offer during this period.
- 2.1.8 This bid document shall form a part of the contract agreement.
- 2.1.9 The bidders are advised to attach any additional information about competence, which they may find necessary for their offer. They are however advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless IIMM calls for it.
- 2.1.10 No expenses whatsoever involved in preparation and presentation of Design concept, shall be made to the participating consultants.

2.2 Method of application

- 2.2.1 If the bidder is an individual, the bid proposals (on each page) shall be signed by him above his/her full type written name and current address.
- 2.2.2 If the bidder is a proprietary firm; the bid proposals (on each page) shall be signed by the proprietor above, his full type written name and the full name of his firm with its current address.
- 2.2.3 If the bidder is a partnership firm / LLP, the bid proposals (on each page) shall be signed by the partner/authorized signatory above their full type written 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 bid proposals. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 2.2.4 If the bidder is a limited company or a corporation, the bid shall be signed by a duly authorized person holding power of attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of Memorandum of Articles of Association duly attested by a Public Notary.

- 2.2.5 In place of the affixing the pen signatures on the bid proposals, the PDF files may be digitally signed with the DSC in the name of the signer (as specified above) as per the provisions of IT Act. The DSC must be provided by a recognized CA for this purpose and must be in the name of the signer. The bid proposal which is not duly signed as mentioned above or by authorized signatory shall be treated as non-responsive and shall be summarily rejected.
- 2.2.6 The institute reserves the right to independently verify any of the particulars furnished.

2.3 SUBMISSION OF BIDS

The bidder shall submit the following documents in Cover-I as part of the bid:

- 1) The Bidder should have a valid license on the final date of submission to Practice architecture or render architectural or consulting services in India by Council of Architecture, India or the Government of India. The registration should be valid on the date of opening of Bid.
- 2) Duly signed Letter of Transmittal on company's letter head as per format given in Annexure-1.
- 3) Duly signed integrity pact along with the bid.
- 4) Duly certified by CA Financial Information as per format given in Annexure-4.
- 5) The bidder/agency shall not be a loss-making entity for two consecutive financial years out of the last five financial years ending on March 2025. Documentary evidence in support of the same (audited financial statements) shall be submitted along with the bid.
- 6) Details of similar works (Work orders, completion certificates duly signed by rank not less than Executive Engineer or Equivalent concern authority) as per format given in Annexure-6.
- 7) Performance report of the works referred to in Annexure-6 as per format given in Annexure-8.
- 8) Bidder should not be blacklisted/ debarred by any organization. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. (Annexure 15)
- 9) GST, PAN certificates.
- 10) Undertaking of Site Visit (Geotagging as a proof of site visit).
- 11) DECLARATION BY BIDDER – Annexure 18

The bidder must submit the following in Cover-II (**online on CPP Portal Only**):
Financial Bid as per format given in Annexure-13 which must be filled online on CPP Portal.

2.4 Final decision-making authority

IIM Mumbai reserves its right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason or incurring any liability to the bidders.

2.5 Particulars provisional

The particulars of the work given in Section III: are provisional. They are liable to change and must be considered only as advance information to assist the bidder(s).

2.6 Site visit and Tender Document

2.6.1 It is mandatory for bidder to visit the site of work, at his own cost, and examine it and its surroundings and collect all information that the bidder considers necessary for proper assessment of the prospective assignment. A site visit report signed by IIM Mumbai representative to be attached along with letter of transmittal

2.7 Initial criteria for eligibility

The bidder who fulfils the following requirements shall be eligible to apply.

The Bidder Should have successfully completed similar works for Central / State Government organizations or autonomous organizations / public sector undertakings thereof, or local bodies or Trusts or Cooperatives or public-listed private organization in the last 7 years ending previous day of last date of submission of RFP, as under:

One work of at least 640 sqm of covered built up area

Or

Two works of at least 480 sqm of covered built up area

Or

Three works of at least 320 sqm of covered built up area

Similar Work: Architectural concept design, detailed design and engineering for construction or renovation of Cafeteria/ Restaurant/ Dining Hall/ Canteen including MEP, HVAC, Kitchen Equipment and Furniture works.

- i. The firm should be profit making and should have minimum average annual turnover of Rs 40 Lakhs and minimum annual turnover in any single year of 30 Lakhs during the last 5 (five) years.
- ii. The firm should have valid GST registration on the date of submission.
- iii. The Bidder should have a valid license on the final date of submission to Practice architecture or render architectural or consulting services in India by Council of Architecture, India or the Government of India. The registration should be valid on the date of opening of Bid.
- iv. The bidder/agency shall not be a loss-making entity for two consecutive financial years out of the last five financial years ending on March 2025. Documentary evidence in support of the same (audited financial statements) shall be submitted along with the bid.

2.8 EVALUATION OF BID

2.8.1 **EVALUATION OF TECHNICAL BID:** The bids received will first be assessed on the eligibility criteria and those not meeting the same will be considered as non-responsive, and shall be summarily rejected.

2.8.2 **PRESENTATION BY TECHNICALLY QUALIFIED BIDDERS:** The bidders meeting eligibility criteria shall next be asked to submit & make a presentation about their proposals before a selection committee constituted by IIMM.

Note:

1. *Only those bidders, who fulfills minimum eligibility criteria shall be qualified for technical presentation.*
2. *The presentation round is meant merely for qualitative assessment of the bidders' professional competence and their acumen for the project. Actual plans and design to be implemented may or may not be the same depending upon the deliberations held with IIMM during development of the actual working plans and design.*
3. *The presentation shall also include a rough cost of execution with component wise break-up for assessment of the presented concept on Economy aspects.*
4. *No expenses whatsoever involved in preparation and presentation of Design concept, shall be made to the participating consultants.*

Commented [VS1]: Numbering of Para.

Evaluation criteria for technical proposal

S. N.	Description	Marking Criteria Marks																									
(A)	Technical evaluation																										
	The Bidder shall have Experience in Construction of at least one similar work in educational institute of National Importance like IIT/ IIM/ AIIMS in India for any Central Govt. /State Govt. / any PSU/ Government Autonomous Body/ big corporate sector ending previous day of last date of submission of tender In last 7 Years as per QC-12	15	Minimum 1 Project: 5 Marks Additional 5 Marks for each additional project with total maximum 25 marks.																								
(B)	Understanding of Site, complexities, Topography, Understanding of Assignment, Case study of similar projects completed by the bidder. Use of latest furniture design interior & use of area shall be the main criteria for	85	To be evaluated based on the Presentation to be given by the bidders to the committee.																								
	<table border="1"> <thead> <tr> <th>S.N</th> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Understanding of the project, local conditions and constraints</td> <td>15</td> </tr> <tr> <td>2</td> <td>Aesthetics & User friendliness</td> <td>20</td> </tr> <tr> <td>3</td> <td>Economy and Durability features</td> <td>10</td> </tr> <tr> <td>4</td> <td>Latest trends/ Innovative aspects</td> <td>15</td> </tr> <tr> <td>5</td> <td>sustainability features/environment friendly</td> <td>15</td> </tr> <tr> <td>6</td> <td>Waste management</td> <td>10</td> </tr> <tr> <td colspan="2" style="text-align: right;">Sub Total</td> <td>85</td> </tr> </tbody> </table>	S.N	Parameter	Marks	1	Understanding of the project, local conditions and constraints	15	2	Aesthetics & User friendliness	20	3	Economy and Durability features	10	4	Latest trends/ Innovative aspects	15	5	sustainability features/environment friendly	15	6	Waste management	10	Sub Total		85		
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Sub Total		85																									
(F)	Total Technical Marks	100																									
<p>Note: The bidders scoring minimum of 75 Technical marks out of 100 marks as above shall only be considered for the opening of their financial bid.</p>																											

1. AWARD CRITERIA

• Evaluation Method – QCBS (Quality and Cost Based Selection)

The selection of the bidder shall be based on Quality and Cost Based Selection (QCBS) method with the following weightage:

- Technical Proposal (T) – 70%
- Financial Proposal (F) – 30%

A) Financial Evaluation

- The lowest financial quote (L1) shall be given a financial score of 100%.
- Financial scores of other bidders shall be calculated using the formula:

$$\text{Financial Score (F)} = \left(\frac{\text{Lowest Bid}}{\text{Bid under consideration}} \right) \times 100$$

$$\text{Financial Score (F)} = \left(\frac{\text{Bid under consideration}}{\text{Lowest Bid}} \right) \times 100$$

B) Final Combined Score

The final score shall be calculated as:

$$\text{Final Score} = (T \times 0.70) + (F \times 0.30)$$

$$\text{Final Score} = (T \times 0.70) + (F \times 0.30)$$

Where:

T = Technical Score F = Financial Score

Commented [VS2]: Already mentioned in the footnote of the evaluation parameters' table.

The bidder securing the **highest combined score** shall be declared the successful bidder. After closing of Technical & Financial Bid process, Indian Institute of Management award the contract to the bidder whose tender has been determined to be substantially responsive, complete and in accordance with the tender document, and whose total evaluation price for the undertaking the project as detailed in the scope of work is the lowest (L1). If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the IIM MUMBAI rules. In case of tie in the marking between H1 Bidders, the bidders whose architectural drawing is better as per IIM Mumbai shall be awarded the work,

IIM Mumbai shall issue the Letter of Award to the successful bidder and further the Agreement shall be signed between the IIM Mumbai and the successful bidder.

However, IIM Mumbai reserves the right to reject the Lowest bidder or to cancel the Tender, without assigning any reason(s) whatsoever.

The consultancy fees shall be quoted against each item mentioned in the price bid (rounded off to the nearest thousand rupees). The consultancy fee shall be inclusive of all taxes and all expenditures incurred by the consultant on all activities required for commencement, completion, occupation of the building till end of Defect Liability Period as per the stated scope of consultancy in this document.

3. General Terms & conditions of contract

3.1 General:

The consultant architect shall employ and provide such qualified and experienced Personnel approved and agreed by the IIMM, to carry out the Services. The consultant architect shall also bind his Personnel to the confidentiality of the Services performed by them under this consultant architect Contract.

3.2 Removals and/or Replacement of Personnel

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 consultant architect, it becomes necessary to replace any of the Personnel, the consultant architect shall forthwith provide as a replacement a person of equivalent or better qualifications.

3.3 Insurance to be taken out by the consultant architect.

The consultant architect shall take out and maintain, at his own cost but on terms and conditions approved by the IIMM, insurance against the risks, and for the coverage of Employer's liability and workers' compensation insurance in respect of the personnel of the consultant architect in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate and copy shall be provided as evidence showing that such insurance has been taken out and maintained and that the current premiums thereof are timely paid.

3.4 consultant architect's Actions requiring prior approval of IIMM

The consultant architect shall obtain the prior approval of IIMM in writing before taking any of the following actions:

- a) Any other action that may be specified in the special conditions of contract.
- b) Additional Financial expenditure of project due to deviations/extra/variations of constructions contract provisions.
- c) Documents prepared by the consultant architect to be the property of IIMM

3.5 Taxes and Duties

The consultant architect and their Personnel shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the consultant architect fees Quoted.

3.6 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 or facsimile to such Party at the address specified in the contract.
- b) Notice will deem to be effective as specified in the contract.

3.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the IIMM or the consultant architect may be taken or executed by the officials specified in the contract.

- For IIMM: CAO
- For the consultant architect (Enclose Authorization by Authorized Signatory of the consultant architect Agency)

3.8 Termination by IIMM

IIMM may terminate this consultant architect Contract, by not less than thirty (30) days' written notice of termination to the consultant architect, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 3.8 and sixty (60) days in the case of event referred to in (e) below:

If the consultant architect fail to remedy a failure in the performance of their obligations and deployment of technical personnel as stipulated under the Contract within thirty (30) days of receipt after being notified or within such further period as IIMM may have subsequently approved in writing. This action is without prejudice to other penal provisions in the agreement.

- a) If the consultant architect become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take- advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- b) If the consultant architect submits to IIMM a statement which has a material effect on the rights, obligation or interests of IIMM and which the consultant architect know to be false.
- c) If, as the result of Force Majeure, the consultant architect is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If IIMM, in its sole discretion and for any reason whatsoever, decides to terminate this consultant architect Contract.

3.9 Project Organization

The CONSULTANT ARCHITECT shall ensure that at all times during the CONSULTANT ARCHITECT performance of the Services a well-defined project set-up exists at his end. This set-up only will interact with IIMM personnel in providing the Services.

3.10 Security Rules

The CONSULTANT ARCHITECT will follow the rules and regulation for the security framed by IIMM 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 ARCHITECT 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 IIMM facilities in the vicinity of any other statutory orders. Nothing extra will be payable on account of stoppage/hindrance of the work due to the enforcement of security measures/ emergency conditions.

3.11 Idle Claim

No claims from the CONSULTANT ARCHITECT 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.

3.12 Fairness & Good Faith

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.

3.13 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 3.21 of GCC.

3.14 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 ARCHITECT in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the CONSULTANT ARCHITECT 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.

3.15 Suspension of Services

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

3.16 Foreclosure of the Contract

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

3.17 Abandonment of Work

In case, the work is abandoned by the CONSULTANT ARCHITECT, without good and sufficient justification IIMM is at liberty to encash the Performance Guarantee and impound

any other amounts due to the CONSULTANT ARCHITECT at the time of abandonment on account of this contract and engage another agency to complete the balance work without prejudice to any remedies available under this contract of Indian Law.

3.18 Liability of the Consultant

Except in case of gross negligence or willful misconduct on the part of the CONSULTANT ARCHITECT or on the part of any person or firm acting on behalf of the CONSULTANT ARCHITECT in carrying out the Services, the liability of the CONSULTANT ARCHITECT for all guarantees & warranties shall be limited to **10% (Ten percent)** (to be mentioned by the indenter) CONSULTANT ARCHITECT of the Contract Price.

3.19 Project Organization

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

3.20 Rights of other Agencies

- a) 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 IIMM for hindrances on account of such interfaces with other/allied agencies.
- b) 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 ARCHITECT in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the CONSULTANT ARCHITECT 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.

3.21 Dispute Settlement Mechanism:

In the event of any dispute, difference or controversy arising out of or in relation to this contract, the parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Act, 2023.

3.22 Obligations of the CONSULTANT ARCHITECT

General Standard of Performance: The CONSULTANT ARCHITECT shall perform the Services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment machinery, materials and methods. The CONSULTANT ARCHITECT shall always act, in respect of any matter relating to this CONSULTANT ARCHITECT Contract or to the Services, as faithful advisers to the IIMM, and shall at all times support and safeguard the legitimate interests of IIMM in any dealings with sub-Consultant or Third Parties. Safety precautions to be observed and shall be followed strictly as per General Condition of Contract agreed with the Contractor.

3.23 Confidentiality:

The CONSULTANT ARCHITECT, his Sub-consultants and the Personnel of either of them shall not disclose any information and data furnished to him by IIMM to any third party nor shall disclose any drawings, reports, specification, manuals and other information developed and prepared for IIMM by the CONSULTANT ARCHITECT and his Sub-consultants and the Personnel of either of them, without prior written approval of IIMM.

3.24 Performance Guarantee and Retention Money

Performance Guarantee

- a) In the event of any CONSULTANT ARCHITECT getting selected for the work, the CONSULTANT ARCHITECT will have to pay the Performance Guarantee (PG) @ 5% (Five percent) of the bid value of the consultancy. The CONSULTANT ARCHITECT shall submit an irrevocable Performance Guarantee of 10% (Ten percent) within 15 (fifteen) days from the date of issue of letter of acceptance. The period for submission can be extended by IIMM up to a maximum period as (7) (seven) days on written request of the CONSULTANT ARCHITECT 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 Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any Scheduled Bank / Banker's Cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. (Annexure II.2) In case a fixed deposit receipt of any Bank is furnished by the CONSULTANT ARCHITECT to IIMM 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 PCONSULTANT ARCHITECT and the CONSULTANT ARCHITECT shall forthwith on demand furnish additional security to the IIMM to make good the deficit.
- b) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the CONSULTANT ARCHITECT shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the CONSULTANT ARCHITECT, without any interest. Further, Performance Guarantee will be released within 30 days after successful handing over of the work by the contractor.
- c) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the IIMM is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- d) Failure by the CONSULTANT ARCHITECT 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.
- e) Failure by the CONSULTANT ARCHITECT to pay IIMM any amount due, either as agreed by the CONSULTANT ARCHITECT or determined under any of the Clauses/Conditions of the agreement, within 30 days of the serving of notice to this effect by Engineer-in-Charge.
- f) In the event of the contract being determined or rescinded on account of default on the part of CONSULTANT ARCHITECT under provision of any of the Clause/Conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the IIMM.
- g) The CONSULTANT ARCHITECT throughout the contract period shall perform with due diligence and proper application of mind and good faith all the activities covered under the scope of assignment. Upon determination of any failures/lapses attributable to the CONSULTANT ARCHITECT in this regard **such as non-deployment of technical staff, delay of completion** or causes financial or any other damage in the interest of IIMM, by breach of any of the terms of CONSULTANT ARCHITECT contract. IIMM shall after issue of 10 days' notice shall encase partly or fully, at its own discretion, the Performance guarantee. Upon the action of IIMM the CONSULTANT ARCHITECT shall completely or partly forfeit the performance guarantee amount at the sole discretion of

Director IIMM whose decision shall be final and binding, and the same shall be absolutely at the disposal of IIMM.

Retention Money/Security Deposit

The Engineer-in-Charge shall retain 5% (Five percent) of the gross amount of each RA bill/invoice submitted by the CONSULTANT ARCHITECT as retention money. The retention money shall be released to the CONSULTANT ARCHITECT after the successful completion of the defect liability period of the contractor as certified by the Engineer-in-Charge and subject to the fulfillment of all contractual obligations.

In case of any defects or deficiencies in the work executed by the CONSULTANT ARCHITECT, the Engineer-in-Charge shall be entitled to withhold the retention money or a portion thereof until such defects or deficiencies are rectified to the satisfaction of the Engineer-in-Charge.

3.25 Penalty/Liquidity damages

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 0.25 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 amount that may be payable to the Consultant.

3.26 Relation between the Parties

The CONSULTANT ARCHITECT accepts the relationship of trust and confidence established between him and IIM Mumbai by this Agreement. He covenants with IIM Mumbai to furnish his best skills and judgement and to co-operate with the ENGINEERS/ARCHITECTS in furthering the interests of IIM Mumbai. He agrees to furnish efficient business administration and superintendence and to use his best efforts to complete all the project in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the IIM Mumbai. The CONSULTANT ARCHITECT, subject to this Agreement, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3.27 Transfer of interest

So long as the Agreement subsists, the CONSULTANT ARCHITECT Consultant shall not assign, sublet or transfer their interest in this Agreement, without the written consent of the Institute.

3.28 Price Variation / Escalation

No claim on account of any Price Variation / Escalation on whatsoever ground shall be entertained at any stage of works. The percentage as per Bid quoted by CONSULTANT ARCHITECT shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation/price variation clause shall be applicable on this contract.

3.29 Validity of agreement

The validity period of the agreement is initially for 1 month & can be extended further based on the performance of the party on mutually agreed terms & conditions. IIM Mumbai's decision in this regard shall be final & binding.

Extension of Time: Any period during which a party shall, pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure or for reasons not attributable to such Party. Also, extension of time will be given to architect Consultant, if the execution of the work continues beyond the stipulated date(s) of completion.

3.30 Article 1: Commitment of the Principal/Owner

- a) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- b) 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.
- c) 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.
- d) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- e) 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.

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

- a) 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.
- b) 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:
- c) 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.
- d) 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.
- e) 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.

- f) 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.
- g) 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.
- h) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- i) 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 or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- j) 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).

3.32 Article 3: Consequences of Breach

- a) Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established 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:
- b) 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 powers 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.
- c) **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 Contract or 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.
- d) **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.

3.33 Article 4: Previous Transgression

- a) 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.
- b) 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.
- c) 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.

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

- a) 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.
- b) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- c) 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.

3.35 Article 6- Duration of the Pact

- a) This Pact begins when both the parties have legally signed it. It expires for the Bidder with the tenure of the Contract.
- b) 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.

3.36 Article 7- Other Provisions

- a) 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.
- b) Changes and supplements need to be made in writing.
- c) 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.
- d) 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.
- e) 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.

3.37 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:

(END OF SECTION – II)

SECTION – III: SCOPE OF SERVICES

4.1 Detailed Scope of Work of consultancy:

4.1.1 PLANNING PHASE

- a. This shall include detailed discussions with the IIMM, Evaluation of existing provisions and proposed developments, ascertaining Local Bye-laws, approvals required from Local/Statutory Authorities if any required.
- b. Modifying the conceptual designs incorporating required changes by the IIMM.
- c. Preparation of detailed drawings including internal and external works, water supply, drainage and disposal arrangement, MEP services, HVAC systems, casing, electrical installations lighting, etc. complete.
- d. Preparation of detailed architectural and structural drawings duly linked with Bill of Quantities including coordinated lighting, air-conditioning and service features, external, internal and sectional elevations, interior fit out including details.
- e. Preparation of detailed estimate comprising Details of Measurements, Bill of Quantities, Item Specifications and Standard Scheduled Rates based on latest DSR of CPWD duly factored with the applicable Cost Index. Where prescribed specifications and/or schedule of rates do not provide for certain items/services, manufacturer's specifications and market rate analyses supported by Quotations from reputed/specialized agencies shall be provided.
- f. Appropriate landscaping and interior arrangement shall be designed so as to provide a harmonious, user friendly and efficient environment.

4.1.2 EXECUTION STAGE

- a. Preparing and supply of working drawings with all details for execution of the work, including fabrication drawings. The consultant is advised to submit properly detailed submittals so as not to raise any discrepancies, ambiguity or gap of information for unhindered execution.
- b. Revision of drawing details and specifications as required during construction process.
- c. The bidder shall make Site visit during construction as & when required by IIM Mumbai at his own cost, no any claim shall be attended in this regard.
- d. Attend meetings arranged by the IIMM with relevant parties involved in completion of the work.

4.1.3 POST COMPLETION:

The consultant shall submit a completion certificate and a set of 'As Built Drawings' after completion for reference and records of the IIMM.

4.2 OBJECTIVE

The Objective of the proposal is to suitably plan and design the existing semi-basement of IIMM so that it converts to a utilizable space as cafeteria and utility shops(s) in an aesthetically appealing and sustainable manner with operational ease and safety. within the following timeframe:

Planning and Design	30 days
Construction	180 days
Defect Liability Period	1 year after the completion & handing over

	of the project by the execution agency.
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4.3 DESIGN BRIEF

- 4.3.1** The development of the existing semi-basement envisages creation of cafeteria and utility shop utilizing aesthetically the distinctive location and the ground profile including a greenspace/ landscape/ soft paved area with or without terraces profile. Sloped ground may be explored for additional multipurpose space with the specified turf.
- 4.3.2** A site plan for the proposed site of work is enclosed in Annexure-I. The enclosed site plan is only for guidance. The bidder is required to visit and inspect the site, collect all required engineering data, site conditions, local climatic influence etc.
- 4.3.3** IIMM's tentative requirements are depicted in Annexure-II. The bidders are free to exercise their professional wisdom to propose modifications therein or completely different plans aiming value additions and handling of site constraints.
- 4.3.4** The facility shall be designed as per the latest National Building Code and the applicable standard of Bureau of Indian Standards with latest correction slips and the amendments.
- 4.3.5** The building shall be designed for comfortable and relaxing environment, aesthetic and psychological appeal. The building shall reflect contemporary attitude towards environmental control and sustainability aspects.
- 4.3.6** IIMM also envisages the spaces so created aligned with theme of the existing building and the surrounding.
- 4.3.7** Special attention shall be given to green and energy saving features with optimum natural lighting.
- 4.3.8** IIMM envisages the facility so created shall be accessible barrier-free to physically challenged persons, preferably avoiding elevator or lift.
- 4.3.9** Given the specific location, the spaces shall be designed with necessary safety features as well as those the operational ease.

4.4 SUBMITTALS OF DOCUMENTS, DRAWINGS, IMAGES, PHOTOGRAPHS:

- 4.4.1** The documents, drawings, images, photographs to be submitted shall comprise of the following
 - a) A brief report outlining the design concept, with emphasis on IIMM brand image, flexibility in use, natural lighting and ventilation, future expansion, other facilities and outline specifications with a comprehensive plan for the concerned work, flow of people and items movement.
 - b) Working Plans.
 - c) Elevation and sections
 - d) Internal planning, accessories and furniture layouts.
 - e) Material specifications
 - f) Details of Measurements, Bill of Quantities as per standard schedules and rate analyses.
 - g) The participants may also submit any other drawings / photographs that may be required to explain their design.
 - h) Two sets of hard copy and one soft copy of the drawings shall be submitted
 - i) As-built drawing after completion.
- 4.4.2** All drawings shall be on A2 paper size format with legible text in two sets and one soft copy of each.

4.5 PAYMENT SCHEDULE

- a. 20% (Twenty percent) of the total fees on finalization of conceptual designs and approval by IIMM project committee.
- b. 30% (Thirty percent) of the total fees on submission of detailed architectural drawings, specifications and bill of quantities and satisfactory acceptance thereof by IIMM.
- c. 35% (Thirty-Five percent) of the total fees on submission of working drawings, structural designs and drawings, MEP designs, fabrication drawings, and satisfactory acceptance thereof by IIMM.
- d. 10% (Ten percent) of the total fees on submission of As-Built Drawings, and satisfactory acceptance thereof by IIMM
- e. 5% (Five percent) of the total fee after successful expiry of Defect Liability Period or receipt of necessary statutory approvals (if required) whichever is later.

(END OF SECTION – III)

SECTION – IV: ANNEXURES AND FORMS

This section provides letter of transmittal, criteria for evaluation, various forms, formats. Bidders are required to carefully examine them and ensure compliance to all submittals that they need to provide along with their bid proposals.

Annexure 1: Letter of transmittal

From: -

**To,
Chief Administrative Officer,
IIM Mumbai**

Subject: Comprehensive Consultancy Services for Creation of Cafeteria at IIM Mumbai

Sir,

Having examined details given in bid document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms, namely FORM-A, B, C, C-1, D, E and E-1 and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency and authorize CAO, Indian Institute of Management, Mumbai, Vihar Lake Road, Powai, Mumbai 400087. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Superintending Engineer, Indian Institute of Management, Mumbai, Vihar Lake Road, Powai, Mumbai 400087, to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
4. I/we also declare that our firm is not subjected to any disciplinary action by any central government body/institute/organization or Hon'ble court or debarred from practice during the last 5 years as on the date of this letter.
5. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works.

	Name of work	Certificate from
1.		
2.		

(add as many rows as needed)

Certificate

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:

Seal and Signatures of bidder.

Annexure 2: Guidelines for submission of online bid proposals

The bidders are required to carefully understand and be ready for the online bid proposal submission prior to the actual submission. For any help in this regard, the bidders can visit <http://eprocure.gov.in/eprocure/app>, the central public procurement portal.

A bidder is required to register for any online bidding process. If a bidder is not already registered, the following steps can be carried out at any point in time. A bidder once registered can participate in several biddings on the central public procurement portal.

1. An unregistered bidder should enroll (free of any charge) on the e-Procurement module of the portal by clicking Online Bidder Enrolment link on the home page.
2. Bidder shall be required to choose a unique username and password for the account so created. They will be required to provide a valid email address and phone number as part of the registration process. These shall be used for any kind of communication including sending emails, OTP, SMS etc. by the central public procurement portal.
3. Bidders must also register their X.509 certificate applicable for digital signatures (normally known as DSC, or digital signature certificates). These certificates can be obtained by the bidder through any of the Certifying Authority as per the policy of the Govt. of India and IT-Act. More detailed information is also available at the portal. A bidder can only register one certificate for each unique registration.
4. The corresponding private key (in the form of eToken or any other mechanism) may be used by the bidder to log in to the portal securely and authenticating himself through login id and password.

The bidder can search for any tender. For tenders from IIM Mumbai, he can find the list of tenders through tenders by organization button on the left side of the portal home page. The bidder can then choose the name of the organization as "Indian Institute of Management Mumbai" to view the tenders and to submit their bid proposals.

Prior to submission of the bid, the bidder must scan all the documents, sign the PDF files digitally. Alternately, the documents in different files (as mentioned in this RFP) may be printed, signed and then scanned in the PDF format. The bidder must also ensure that he has registered his DSC on the portal a-priori.

Annexure 3:

DELETED

Annexure 4
Form 'A': Financial information
(on Bidder's Letter Head or Letter head of chartered Accountant)

Name of the Bidder:

1. Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years	Gross Annual turnover	Profit/Loss (After Tax)
2020-2021		
2021-2022		
2022-2023		
2023-2024		
2024-2025		

2. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant (with Seal)

Signature of Bidder(s) (with Seal)

Unique Document Identification Number (UDIN)

Note: (i) Original Signature with Stamp of CA is Mandatory.
(ii) Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2023-24 duly certified by Chartered Accountant should be attached.

**Annexure 5
Deleted**

Annexure 6

Form 'C': Details of similar works

(only those works should be reported which are similar in nature of works and are completed during the last seven years ending previous day of last date of submission of Bid Proposal)

S. No.	Name of work /project and location	Name of Client	Cost of Project in INR (Cr.)	Cost of Similar work INR Cr.)	Date of commencement Work	Stipulated date of completion	Actual date of completion	Name, address/ email id & telephone No. of officer to whom reference may be made

(add as many rows as needed)

Seal and Signature of Bidder(s)

Annexure 7
Deleted

Annexure 8

Form 'D': Performance report of works referred to in Form- 'C' and Form-'C-1'

(To be filled by an officer of the client not below the rank of the executive engineer. To be filled one sheet for each work)

- (1) Name of work/project and location:
- (2) Project Cost:
- (3) Name of Consultant for Architectural cum design services:
- (4) Total fees for Architectural cum design services as per agreement:
- (5) Date of start of work:
- (6) Stipulated Date of completion of work (for projects under execution), or Actual Date of completion of work (For completed work):
- (7) Total Consultancy fees paid as on date.

Outstanding/Very Good/Good/Satisfactory/poor

Dated:

Seal/Stamp with Signature of Executive Engineer or Equivalent officer of the organization where the service was provided.

Annexure 9
Deleted

Annexure 10
Deleted

Annexure 11
DELETED

Annexure 12
DELETED

Annexure 13

Draft agreement for award of project

(The contents of this draft agreement and the scope of work mentioned are indicative and IIM Mumbai reserves its rights to modify the contents.)

This AGREEMENT is made and executed on this «DD» Day of «MMM, YYYY» at IIM Mumbai, Powai by and between

Indian Institute of Management, Mumbai an institute of national importance as per an amendment of the Institutes of Technology (Amendment) Act, 2012, of the Government of India, Maharashtra, India (hereinafter referred to in this document as IIM Mumbai, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees),

and

M/s «ARCHITECT Consultant», a ARCHITECT Consultant, having its registered office at «Address» (hereinafter referred to in this document as ARCHITECT consultant, or as consultant, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees), represented by «Designation», regarding ARCHITECT Services for construction Phase-2A buildings of campus of IIM Mumbai at Powai, on contract basis.

WHEREAS M/s «ARCHITECT Consultant» ARCHITECT consultant, during the course of its business, in response to the call from IIM Mumbai for submission of Request for Proposal (RFP) to provide Quality Assurance Services at IIM Mumbai Campus at Powai, Mumbai, submitted technical and proposal of services. IIM Mumbai negotiated with the consultant on various terms and conditions to provide the said services to IIM Mumbai for Phase 2A construction of the campus.

AND WHEREAS IIM Mumbai, the owner of IIM Mumbai's Campus, appointed M/s «ARCHITECT Consultant» ARCHITECT consultant to provide ARCHITECT services for Phase 2A construction at IIM Mumbai campus at Powai.

AND WHEREAS M/s «ARCHITECT Consultant» ARCHITECT consultant agreed to undertake the Quality Assurance Services for Phase 2A construction of IIM Mumbai campus to the satisfaction of IIM Mumbai as per the terms and conditions stipulated by IIM Mumbai, and gave their unequivocal acceptance for the same.

AND WHEREAS IIM Mumbai accepts the offer of M/s «ARCHITECT Consultant» ARCHITECT consultant, and in pursuance of the same, this agreement is executed with the terms and conditions as set out hereunder, which shall be binding on the two parties hereto.

NOW, THEREFORE in consideration of various terms, covenants and conditions hereinafter contained, and the contents of Request for Proposal, the two parties hereto agree to the following.

9. The entire RFP Document along with all its annexures (RFP Notice No. RFP/IIMM/ARCHITECT/2024-25, dated Nov. 22, 2024) forms an integral part of this agreement. All provisions of the RFP shall be enforceable on the ARCHITECT Consultant. Any updates to this RFP document including those issued in response to the pre-bid meeting by IIMM shall also be applicable on this contract/agreement. In case of any discrepancy between the RFP notice and subsequent clarifications, the provisions of the clarifications shall override the provisions of the RFP.

10. The bid proposal of the ARCHITECT Consultant, the subsequent documents submitted and/or presented by the ARCHITECT Consultant for its evaluation and any clarifications sought by IIM Mumbai including the response to those clarifications submitted by ARCHITECT Consultant shall also be part of this agreement.

Annexure 14
FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD
WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY CONTRACTING
AGENCY UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT
[To be submitted on Bidder's Original Letter Head]

Name of Bidder:

Subject: UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

we hereby confirm and declare that we, M/s. _____ is not blacklisted/
Deregistered/ debarred by any department/Public Sector Undertaking/Private Sector/or any other
agency for which we have Executed/Undertaken the works /Services during the last 5 years.

Yours faithfully,

Seal and Signature of Bidder(s)

Date:

Place:

Annexure 15
Deleted

Annexure 16
INTEGRITY PACT

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

This INTEGRITY PACT is made and executed at Mumbai on thisday of, 20....

BY AND BETWEEN

The Director, IIM Mumbai acting through his duly authorized representative, **Chief Administrative Officer, IIM Mumbai** having its office located at Vihar Lake Road, P.O. IIM Mumbai, Mumbai - 400087 (hereinafter referred to as "Principal" which terms or expression shall, unless excluded by or repugnant to the subject of context, mean and include its successor-in-office, administrators or permitted assignees) of the **First Part**;

AND

....., a company registered under company's act 1956 having its registered office at "..... acting through his duly **authorized representative**, (Hereinafter referred to as "..... The Bidder /OEM" which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors) of the **Second Part**.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for "The Indian Institute of Management Mumbai invites bids from eligible bidders for Annual Comprehensive Maintenance of 05 Nos Passenger Lifts of make Johnson Lifts Pvt. Ltd. at the Indian Institute of Management Mumbai." The principal values full compliance with all relevant laws of the land, rules, & regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

The principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles: -

No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a 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.

The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal 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.

The principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Consultant

The Bidder (s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following Principals during participation in the tender process and during the contract execution.

The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the 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.

The Bidders(s) will not enter with other Bidders 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 introduce cartelization in the bidding process.

The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidders(s)) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers".

The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Client is entitled to disqualify the Bidder(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit / Bid Security.

If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the successful Bidder / Consultant liquidated damages of the Contract / Consultancy value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6 – Equal Treatment of All Bidders / Consultant / Sub-Consultants

In case of Sub-contracting, the Principal Consultant shall take the responsibility of the adoption of Integrity Pact by the Sub-Consultant/ Contractor.

The principal will enter into agreements with identical conditions as this one with all Bidders / Consultants.

The principal will disqualify from the tender process all bidders who do not sign this Pact or violate these provisions.

Section 7 – Criminal charges against violating Bidder(s) / Consultant (s) / Sub-Consultant(s)

If the Principal obtains knowledge of conduct of a Bidder, Consultant or Sub-Consultant, or of an employee or a representative or an associate of a Bidder, Consultant or Sub-Consultant which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

The principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Consultants as confidential. He / She reports to The Director, IIM Mumbai.

The Bidder(s) / Consultant(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Consultant. The Consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Consultant / Contractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Consultant (s) / Contractor(s) / Sub-Consultant / Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non - Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, IIM Mumbai.

The principal will provide to the Monitor sufficient information about all meeting among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Consultant / Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Director, IIM Mumbai within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the Director, IIM Mumbai, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director, IIM Mumbai has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the successful Bidder / Consultant 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Chief Administrative Office, IIM Mumbai.

Section 10 – Other Provisions

This agreement / Pact is subject to Indian Law. Place of performance and jurisdiction is the Office of the Principal, i.e., Mumbai.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement / Pact must be signed by all partners or consortium members.

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.

Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

In the event of any contradiction between the Integrity Pact and its Annexure (.....), the Clause in the Integrity Pact will prevail.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) may follow in accordance with the provisions of the extant Law in force relating to any civil or criminal proceedings.

**For and on Behalf Of
Indian Institute of Management
Mumbai**

**For And on Behalf Of
Contractor/OEM**

**Chief Administrative Officer
IIM Mumbai**

Annexure 17
Format of Performance Bank Guarantee
(On legal paper)

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 TPQA 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 TPQA 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.

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 TPQA 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).

We, the Bank, further undertake to pay to the Institute any money so demanded notwithstanding any dispute or disputes raised by the TPQA 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 TPQA 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.

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 TPQA 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 TPQA 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 TPQA service provider or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said TPQA 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the TPQA service provider.

We _____ (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.

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 2024 for
(Indicate the name of the Issuing Authority)

(END OF SECTION – IV)

Annexure 18

DECLARATION BY BIDDER

(ON BIDDERS LETTER HEAD)

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the Architectural consultancy.

I/We hereby submit bid for the Architectural Consultancy as per the stated scope of work **Comprehensive Consultancy Services for Creation of Cafeteria at IIM Mumbai** within the specified time schedule.

I/We agree to keep the bid open for ninety (90) days from the due date of submission thereof not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the consultancy as secret / confidential documents and shall not communicate information / derived there from to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

Seal of consultant

Signature of the consultant

Place :

Date:



INDIAN INSTITUTE OF MANAGEMENT MUMBAI
Vihar Lake Road, Powai, Mumbai-400087

INVITES
REQUEST FOR PROPOSAL
For

Comprehensive Consultancy Services for Creation of Cafeteria at IIM Mumbai

NIT No; IIMM/IPS/DC/CAFETERIA/2026/003A

Volume II

Chief Administrative officer,
Indian Institute of Management Mumbai
Vihar lake road, Powai, Mumbai 400087

March 2026

FINANCIAL QUOTE

Sl. No.	Schedule of Consultancy	Consultancy fees in Rs. (Excl GST) (in lump sum)
1.	Providing Comprehensive Consultancy Services for Creation of Cafeteria at IIM Mumbai	
A.	Covered Built-up Area	800 sqm
B.	Hard Paved Area Open to Sky	150 sqm
C.	Greenspace/ Landscaped/ Soft paved area	2000 sqm
	Grand Total	
Note : Any increase in the above area shall be paid on pro-rata basis.		

Total Rs _____

(Rupees (in words)

_____ only)

Seal of consultant

Signature of the consultant

Place:

Date:

VOLUME III
(CONCEPTUAL SITE LAYOUT)

CAFETERIA, IIM

MOODBOARD

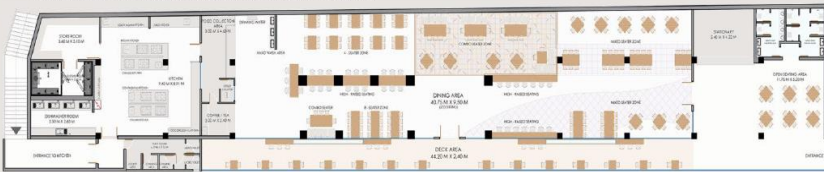
Steel Glass Wood Plants Tiles

The minimalist mood

Contemporary Industrial Style



"The proposed project is a cafeteria for IIM Mumbai, planned within a linear site and organized into three primary zones: the kitchen block, the indoor seating area, and the stationary outdoor seating with washrooms. The design adopts a modern-contemporary industrial theme, prioritizing efficient spatial planning, service integration, and smooth circulation. The aim is to create a warm, vibrant, and flexible environment where students can dine, interact, and study comfortably."



PROPOSED CAFETERIA FOR IIM, MUMBAI

