

# **Indian Institute of Technology Bombay**

**Invites Request for Proposal (RFP) for**

**Comprehensive Architectural Consultancy Services  
for the Proposed Redevelopment of Hostel 06 at IIT  
Bombay, Powai, Mumbai-400076**

**Ref. IITB/DIPS/H06/AC/01 Dated 2024 Feb 29**

## **Technical Proposal**

(To Be Submitted In Envelope 2)



**RFP Invited by**

**Dean, Infrastructure Planning and Support (IPS)**

**Indian Institute of Technology Bombay,**

**Powai, Mumbai 400076.**

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# 1 Background

Dean (IPS), on behalf of Director, Indian Institute of Technology Bombay (IITB) requests proposals for the Comprehensive Architectural Consultancy Services for the Proposed Redevelopment of Hostel 06 at IIT Bombay, Powai, Mumbai-400076 from the interested empanelled Architectural Consultants in two-bid system in accordance with the terms and conditions as set out below.

## 1.1 Dates to Remember

1	Intimation date for the invitation of RFP document	2024 Mar 04
2	Last date for receipt of queries	2024 Mar 11
3	Pre-bid meeting date (11:30 Hrs, IPS office)	2024 Mar 12
4	RFP queries Response date	2024 Mar 15
5	Receipt of RFP Proposals date (up to 15:30 Hrs)	2024 Apr 05
6	Date of Evaluation of proposals by the committee	2024 Apr 15-16
7	Date of Opening of financial bid	2024 Apr 23
8	Award of the work	2024 Apr 30

**Note:** These dates are tentative, but will strive to adhere to this schedule.

## 1.2 Preamble

**Indian Institute of Technology Bombay (IITB)** set up by an Act of Parliament, was established in 1958, at Powai, a northern suburb of Mumbai. Today the Institute is recognised as one of the centers of academic excellence in the country. Over the years, there has been dynamic progress at IIT Bombay in all academic and research activities. It is planned to have improvements to keep the Institute at par with the best institutions in the world.

**The Dean, Infrastructure Planning and Support (Dean IPS)** is entrusted with the creation of new infrastructure, in the IIT Bombay Campus. The infrastructure includes the construction of new buildings in the academic area, hostels for students, staff accommodation of various types, buildings for general facilities, roads, gardens, and playgrounds, along with related utilities such as water supply, and electricity supply for the whole campus.

## 1.3 Definitions

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

1. 'IITB' means, Indian Institute of Technology Bombay.
2. 'Consultancy Contract' means the Contract signed by the Parties, to which these Conditions of Consultancy Contract are attached, together with all the documents of such signed Contract.

3. 'Applicable Law' means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
4. 'Engineer-in-charge' means Dean IPS or his successors appointed by IITB for coordinating with agencies connected with project and interacting with consultants.
5. 'Dean Infrastructure Planning Support' is authorised by Director IITB to administer this contract.
6. 'Party' means IITB or the Consultant(s), as the case may be, and Parties means both of them.
7. 'Services' means the work to be performed by the Consultant pursuant to this Contract.
8. 'Personnel' means persons hired by the Consultant(s) or by any Sub-Consultant(s) as employees and assigned to the performance of the Services or any part thereof.
9. 'Site' means the whole of the property belonging to IITB on which the Services will need to be performed.
10. 'Month' shall mean a calendar month.

## 1.4 Brief scope of the work

The scope of work consists of providing comprehensive architectural design and drawings, obtaining all statutory approvals (MCGM, CFO, Tree Authority, AAI, environment etc) for starting the work and occupation both, tender document preparation, assisting in tender processing as per the requirement, periodic inspection during execution stage, issuing Good for Construction drawings, developing BIM models of required LOD at different stages, assisting IITB/PMC in contract management, close coordination with PMC at all stages of the consultancy etc complete as detailed for various stages at section 3.6.

The proposed building, as per the current approval, has a total built-up area of 30,000  $m^2$  (approx.) for about 1000 students. It shall have single occupancy individual rooms. The toilet facility shall be common. It shall be designed keeping in view the prevailing statutory rules and regulations including the provisions of National Building Code. The building has to be designed keeping in view the optimum utilization of the plot area, minimum disturbance to the environment and economy

The Hostel shall be designed for 960 single occupancy rooms and 40 rooms for differently abled occupant. The building shall be also be designed to house common toilets for students, dining room, cafeteria, kitchen area, hall managers office, Wardens room, Associate Wardens room, main store room, data/telephone, panel room, gents/ladies toilet for staff and visitors, waiting lobby, entrance lobby, counselling room, gymnasium, sit-out/break-out areas, resting room for mess/kitchen staff, first-aid room, PHS shaft, laundromat, refuge area, common rooms, etc. For the details of proposed carpet area, please refer section 4.1 of the Technical Proposal in this document.

### 1.4.1 Important Note on the scope

1. **The current approval of the building is for about 1000 rooms. However, based on the plot size available after demolition of the existing hostel, the architect consultants are free to propose a design to accommodate a greater number of rooms subjected to all statutory**

consideration. Such design should not be more than for about 1800 rooms and care should be taken to keep tree cutting to a minimum considering also the excavation line.

2. Further, the Institute also wishes to retain similar form and structure of the existing hostel as much as possible to retain the emotional connect of the hostel alumnus stayed in the existing hostel over the past several decades.

#### 1.4.2 Important Note on GRIHA

The concept design shall confirm to green building norms of minimum GRIHA 3 rating. Alternatively IITB considering IGBC certification of equivalent or higher grading. The decision will be conveyed to consultant at appropriate time during the consultancy period. Consultant shall agree to go for either GRIHA or IGBC without any additional cost to IITB. This clause should be considered in the rest of the document wherever GRIHA requirement is mentioned.

## 2 Eligibility and selection criteria

### 2.1 Objectives and method of the selection

Dean (IPS), on behalf of Director, Indian Institute of Technology Bombay (IITB) requests proposals for the *Comprehensive Architectural Consultancy Services for the Proposed Redevelopment of Hostel 06 at IIT Bombay, Powai, Mumbai-400076* from the empanelled Architectural Consultants in accordance with the terms and conditions as set out below.

The objective is to select best Architect and engineering design proposal for the proposed work based on the highest composite score (Technical and Financial) and enter into an agreement with the winning architect for comprehensive architectural consultancy for the subject work.

Consolidated Honorarium of Rs. 100000/- (Rupees Lakh only) shall be paid to all the participants who submit their Conceptual design and participate in the presentation and secure qualifying marks in technical evaluation. Honorarium for the successful bidder will be adjusted against the consultant fee.

### 2.2 Important information

RFP document duly completed in all respect to be submitted in hard copy to Dean (IPS) office, 1st Floor, Nandan Nilekani Main Building, Indian Institute of Technology Bombay (IITB), Powai, Mumbai 400076. For any query/information, below mentioned email addresses are to be used for communication purpose: E-mail: [dean.ips@iitb.ac.in](mailto:dean.ips@iitb.ac.in) with a copy to [po.ips@iitb.ac.in](mailto:po.ips@iitb.ac.in) and [dean.ips.office@iitb.ac.in](mailto:dean.ips.office@iitb.ac.in)

Intimation regarding the invitation of RFP shall be forwarded to the empanelled architects by e-mail and a link shall be provided for downloading the RFP document from the official website of IITB.

Agencies participating in the competition are required to familiarise themselves with the site conditions and study the design inputs given in this document. Queries, if any, related to this RFP must be submitted via e-mail or in writing to Dean (IPS) office, IITB by dates mentioned in section 1.1. No additional queries addressed after this date shall be entertained. A response addendum listing all queries received and IITB's response will be posted on IITB website (<https://www.iitb.ac.in/deanpl/tender.html>).

## 2.3 Deliverables with RFP

The agencies shall submit the following deliverables along with the Conceptual design on the due date:

1. Part Master plan showing proposed locations and general disposition of the proposed Building(S) and other existing buildings including traffic pattern, services etc.
2. Design-based report
3. Conceptual design and drawings (Architectural, Structural and location)
4. Walk around animation
5. Cost estimates (Broad-based)
6. Proposed brief specifications

## 2.4 Selection Process Requirements

Applicants shall submit their duly completed proposals (hard copy/digital format) in response to RFP, so as to reach Dean(IPS) office, IITB on or before dates mentioned in section 1.1 at the following address:

**Dean (IPS),  
1st Floor, Nandan Nilekani Main Building,  
Indian Institute of Technology Bombay,  
Powai, Mumbai 400 076.**

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) Concept Design Proposal

Envelope (2) Technical Proposal (with the name of the building)

Envelope (3) Financial Proposal (with the name of the building)

The envelopes (2) and (3) shall thereafter be placed in one sealed envelope clearly superscribed on each of the envelopes as *Comprehensive Architectural Consultancy Services for the Proposed Redevelopment of Hostel 06 at IIT Bombay, Powai, Mumbai-400076* with the name of the applicant and contact details written thereof.



## 2.5 Design consideration

1. The consultants are required to provide the concept design for the proposed building on the specified location and plot size marked on the enclosed master plan (Refer figures 1 on page 40).
2. The break-up areas specified are for reference only and the consultants are encouraged to develop and demonstrate design that optimises the room areas, circulation and common space areas.
3. The consultants are free to explore various structures system suited to their Architectural design.
4. The consultants are requested to adhere to National Building code and local body by laws for providing number of Urinals, baths, WCs, provision of toilets for differently able persons, fire safety norms etc.
5. The concept design shall conform to green building norms of minimum GRIHA 3 rating. Any measures suggested by IITB to get a higher rating shall be incorporated by the consultant.
6. The consultant has to demonstrate that the preliminary estimated cost of the building based on DPAR 2023 of CPWD enhanced with the cost index of Mumbai for the proposed concept design is within +5 percent of the cost provided for the building in the RFP i.e. about **Rs. 153.35 Cr.** including GST.
7. The Concept Design proposal should demonstrate that the proposer has developed an understanding of the institute's requirements with reference to the scope of services mentioned in the RFP document. The applicant shall submit a Power point presentation including the entire contents of the technical proposal in a USB drive along with a submission package for the technical proposal. All drawings, designs, and layouts must be submitted in (.dwg) and (.pdf) format.
8. The Concept design proposal should include the following points: (To be submitted in **Envelope 1**):
  - (a) Master plan for the development of proposed construction of Residential Building including future buildings and all other existing structures and services within the land parcel marked in the enclosed sketch.
  - (b) The drawings covering the concept proposal for the proposed construction of Residential Building, a maximum of three A0 size drawing panels covering the design proposal for each building. There shall be maximum of 2(two) such drawings.
  - (c) The concept of Architectural design should be explained in the form of drawings, sketches with plans, sections, layout at a suitable scale, notes and views to show the Architectural character of the building.
  - (d) USB drives containing soft copies of the design proposals(all drawings in high-resolution PDF format).
  - (e) Signed copy of RFP document and corrigendum/addendum, replies of Pre-bid queries, if any (Each page signed and stamped) by the consultant as proof of acceptance of all terms and conditions of the selection process.
  - (f) A brief introduction about the Lead architects of firms proposed to work on this project (not exceeding 5 pages).

- (g) Approach to design including drawings, sketches, diagrams and any other information that can concisely and yet comprehensively explain the applicant's concept philosophy and design approach.
- (h) Key professionals and consultants proposed to be deployed for the project with their experience and details (not exceeding 10 pages).

## 2.6 Evaluation of the proposal

The applicant is expected to make a presentation to the Evaluation Committee (constituted by the Institute). The Concept Design would be evaluated by the Evaluation Committee on the following broad parameters and any other factors that affect the quality:

1. Aesthetics (15 marks)
2. Functional Suitability and space planning (15 marks)
3. Design Approach (15 marks)
4. Structural modelling (10 marks)
5. MEP Services (Electrical, ELV, Fire-fighting, plumbing etc) (10 marks)
6. Cost effective design and green features (15 marks)
7. Details of the team and the processes that is employed during the delivery process (10 marks)
8. Capability to bid for the present assignment (10 marks)\*

\* Note that the intending Architects should demonstrate their capability to bid for this assignment taking into account their total present commitment.

The Concept Designs submitted by the applicants will be reviewed and evaluated by a committee formed and constituted by IITB Director.

The Concept Design proposal shall be allotted weightage of 80 % (Eighty percent) as a quality score while the financial proposals will be allotted weightage of 20 % (Twenty percent) as a cost score. Based on the evaluation criteria specified under the technical proposal, the Evaluation committee shall evaluate the detailed technical proposals separately and award the technical score (TS) and list them in order of merit. Proposals with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals to be given a technical score that is proportional to their marks with respect to the highest technical marks. Depending upon the marks obtained in the technical evaluation of the RFP, a merit list shall be generated of the applicants as T1, T2, T3 of the participants who score 75 % or more.

Please note that for the participants who scored 75 % and above, their financial proposals only will be opened. The discretion and decision of the Evaluation committee in respect of technical scores shall be final and binding on all without any Right to appeal. The technical scores (TS) of the applicants shall be announced before the opening of financial bids.

Financial proposals shall be opened in presence of the consultants or their representatives who choose to attend. Proposals with the lowest cost may be given a financial score of 100 (Hundred) and the other

proposals are given financial scores that are inversely proportional to their prices with respect to the lowest offer.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in the evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3, etc. The proposal securing the highest combined marks shall be recommended for the award of contract. In the event two or more bids have the same score in the final ranking, the bid with highest technical score will be H-1.

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

$$B = \frac{F_{Low}}{F}W + \frac{T}{T_{High}}(1 - W) \quad (1)$$

Where,  $F$  is the Evaluated Bid price,  $F_{Low}$  is the lowest of all Evaluated Bid Prices among responsive Bids,  $T$  is the total Technical Score awarded to the Bid,  $T_{High}$  is the Technical Score achieved by the Bid that was scored best among all responsive Bids, and  $W$  is the Weightage for the Price as specified. The Bid with the best-evaluated Bid score ( $B$ ) among responsive Bids shall be the Most Advantageous Bid.

**Example:** The following procedure shall be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) and the weightage of technical bids and financial bids was kept as 80:20 (Eighty: Twenty). In response to the RFP, three proposals, A, B and C were received. The technical evaluation committee awarded the following marks as under: A: 75 Marks, B: 80 Marks, and C: 90 Marks

The minimum qualifying marks were 70 (Seventy) thus, all the three proposals were found technically suitable. Using the formula  $T/T_{High}$ , the following technical points are awarded by the evaluation committee: A:  $75/90 = 83$  points, B:  $80/90 = 89$  points, and C:  $90/90 = 100$  points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under: A: Rs. 120, B: Rs. 100, and C: Rs. 110.

Using the formula  $F_{Low}/F$ , the committee gave them the following points for financial proposals: A:  $100/120 = 83$  points, B:  $100/100 = 100$  points, and C:  $100/110 = 91$  points.

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under: Proposal A:  $83*0.20 + 83*0.80 = 83$  points, Proposal B:  $100*0.20 + 89*0.80 = 91.20$  points, and Proposal C:  $91*0.20 + 100*0.80 = 98.20$  points.

The three proposals in the combined technical and financial evaluation were ranked as under: Proposal A: 83 points H-3; Proposal B: 91.20 points H-2; and Proposal C: 98.20 points H-1

Proposal C at the evaluated cost of Rs. 110 (Rs. One hundred ten) was, therefore declared as the winner and recommended for negotiations/approval, to the competent authority.

## 2.7 Acceptance of the concept design

The Concept Design as submitted by the successful applicant for the competition may not be deemed to be the final acceptable design proposal. The consultant must meet and discuss with the institute's User committee/ Users and provide comprehensive architectural services as per the scope of work after duly understanding the requirements of the institute. The actual requirement or location for the construction of the proposed building may change depending on the requirement of the institute.

## 2.8 Award of contract

1. The selection as mentioned above, does not, in any way, automatically confer any right, whatsoever, on any applicant for an award of work.
2. Winning Architect, even though selected based on the quality evaluation of his concept design shall be contractually obliged to modify or redesign if found necessary by IITB.
3. IITB 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.
4. The consultant shall thereafter sign the contract agreement within 21 days of the issue of such letter.
5. 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 or in the form of Bank Guarantee from Scheduled commercial bank.
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.
7. IITB does not bind itself to award the consultancy work to the selected architect/firm and IITB reserves the right to reject all the offers and no reason for this effect shall be furnished.

## 2.9 General guidelines

1. Each proposal whether layouts or services system or policy or any other, must be duly supported by clearly referenced data presented in a logical and quantifiable format.
2. All proposals must be based on clearly referenced global best practices and technologies, and must respect clearly identified and listed local constraints, resources and skills.
3. The institute reserves the right to seek more details regarding the proof of qualifications, experience and capabilities of the key personnel.
4. The institute reserves the right to issue corrigenda and addenda to this RFP document which shall be binding on all applicants.
5. 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.

6. 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.
7. The documents and other information provided by IITB or all intellectual property rights of the scheme and proposals submitted during the process of selection submitted by the applicants to IITB shall remain or become the property of the institute.
8. 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.
9. 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. All provisions in this document are supplementary and complementary to each other and are not to be read in isolation.

## 3 General conditions of consultancy contract

The General Conditions of Contract (GCC) are enclosed along with the following sections:

- A: Description of Services (see section 3.6 and 3.7).
- B: Deliverables by the Consultant (see section 3.8).
- C: Guarantee for Performance of Services (see section 3.9).

### 3.1 General Provisions

#### 3.1.1 Law Governing the Contract

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

#### 3.1.2 Notices

Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing and shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by speed-post to such Party at the address

For IITB: Dean (IPS), Indian Institute of Technology Bombay, 1st floor, Nandan Nilekani Main Building, Powai, Mumbai- 400076.

For ARCHITECTS: Notice will deem to be effective as follows: (i) In the case of personal delivery or registered mail, on delivery.

#### 3.1.3 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by IITB or the Consultants may be taken or executed by the officials specified as under: (i) For IITB: Dean (IPS) and (ii) For the Consultant: Person duly authorized by the consultant.

#### 3.1.4 Taxes and Duties

The Consultant shall pay all taxes (other than GST), 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 fees. GST shall be paid by IITB to the consultant, if applicable.

## 3.2 Commencement, completion, modification and termination

### 3.2.1 Effectiveness of Contract

This Consultancy Contract shall come into effect on the 15 days after the issue of work order. The Consultant getting selected for the consultancy work will have to provide a Performance Guarantee as detailed below:

### 3.2.2 Performance Guarantee

An amount equal to 5 % of the offered and accepted value of the contract shall be deposited as a Performance Guarantee in the form of an Account payee Demand draft/Fixed Deposit Receipt or in the form of a Bank Guarantee from a Scheduled commercial bank. The Performance Guarantee shall be refunded to the consultant soon after the completion of the work and recording of the completion certificate. 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.

### 3.2.3 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.

### 3.2.4 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 may be suitably extended upon mutual agreement to complete the Assignment in all respects.

### 3.2.5 Termination

**A. By IITB** The IITB 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 period as IITB 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 IITB a statement that has a material effect on the rights, obligation, or interests of IITB 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 IITB 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 IITB, 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 IITB fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 3.2.6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
2. If, as a 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.

### 3.2.6 Payment upon Termination

1. Upon termination of this Contract pursuant to Clause 3.2.5.A or Clause 3.2.5.B hereof, IITB shall make the payment to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to IITB) i.e., for the stage of work performed up to the date of termination.
2. IITB 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.
3. In the event of termination of Contract, after receipt of full payment of sums mentioned in 1 and 2 above, from IITB 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.

### 3.2.7 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 between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt of a notice by one Party, the request for such amicable settlement may be submitted by either Party for settlement in accordance with the following provisions:

Any dispute or difference at any time arising between IITB and the Consultant as to the construction, meaning or effect of the Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Chairman, Board of Governors, IITB, who shall decide the case in accordance with the contract provisions and subject to the provisions of the Indian Arbitration and Reconciliation Act, 1996 (including the amendments of 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.

### 3.2.8 Fairness and Good Faith

#### 1. Good Faith:

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



## 2. Operation of the Contract:

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

## 3.3 Obligations of the consultant

### 3.3.1 General

**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, The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to IITB, and shall at all times support and safeguard IITB's legitimate interests in any dealings with Sub-Consultants or Third Parties.

1. Design Base: Specific attention has to be paid to ensuring flawless, technically sound, sustainable design provisions. Minute attention shall be paid to providing a maintenance-free robust structure, free from the adverse effect of changes in weather and maintenance issues like leakage of water, fragile components, etc. Specific write up shall be provided by the Architects towards these goals. Architect should assume professional responsibility for any defective design provisions.
2. Duties shall include performance of all the Architects stages enumerated in stages of work.
3. Making visits by Principal Architect or his/her competent representative to site and IITB office as required till finalisation from Stage 1 to 4. Similarly, regular site visits during stage 6 for inspection and Progress Review Meetings with a frequency not less than one a week.
4. Periodic visit of structural designer especially for pre-concreting inspection of all major pours and periodic site visit of other MEP designers for inspection and clearances.

### 3.3.2 Confidentiality

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

### 3.3.3 Design Consultant's Actions requiring prior approval

The Consultant shall obtain IITB's prior approval in writing before entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant

other than those coming under the main contract and the terms and conditions of the subcontract shall have been approved in writing by the 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.

### **3.3.4 Reporting Obligations**

The Consultant shall submit to IITB the reports, documents, digital models and other deliverables, in the form, in the number, and within the time periods set forth in the technical conditions.

### **3.3.5 Copyright**

Copyright conditions shall be as per the prevailing law and Council of Architecture norms 2014. (Clause 12 of Comprehensive Architectural Services).

### **3.3.6 Responsibility for Data and Designs**

1. The final responsibility for the correctness, adequacy and accuracy of the designs, drawings, technical specifications, etc. furnished by the Consultant, shall lie with the Consultant. The Consultant shall ensure that all designs and services rendered by him, under this Agreement, are in compliance with the existing statutory regulations of bodies.
2. To submit all required drawings / documents / area calculations statement undertaking at various stages to liaising consultant to obtain completion/occupancy certificate, CFO, Tree permissions, GRIHA etc.
3. Periodic visits to the project site for inspection of works and regular visits to IITB office to attend Project Review Meetings.

## **3.4 Obligations of IITB**

### **3.4.1 Assistance and Exemptions**

#### **The IITB shall:**

1. 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;
2. issue to officials, agents and representatives of IITB all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
3. give decisions on all matters laid before IITB by the Consultant in such a reasonable time as not to delay the work of the Consultant.

### **3.4.2 Payment**

1. In consideration of the Services performed by the Consultant under this Contract, IITB shall make to the Consultant such payments and in such manner as is provided by Milestone of deliverables for Payments.
2. GST will be paid by IITB to the consultant as per applicable law.

## **3.5 Payments to the consultant**

### **3.5.1 Fees**

The fees for the Services payable are set forth in the Financial Bid.

### **3.5.2 Mode of Billing and Payment**

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

1. The payment to the Consultant will be made periodically as per the schedule of payment agreed upon in the Financial Bid: Milestones for payment of Consultancy Charges. The Consultant shall submit his bill in triplicate along with supporting documents. IITB shall cause the payment to the Consultant to the amount indicated in the bill within thirty (30) days of receipt of the bill.
2. 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 IITB as satisfactory ninety (90) days after receipt of the final report and final statement by IITB unless IITB, within such ninety (90) 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.

### **3.5.3 Terms and conditions of payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the Milestones of deliverables for Payments of Financial Bid.

## **3.6 Description of the services**

### **3.6.1 Scope of work**

Detailed scope of work for the consultancy shall be as follows. The detailed scope of work shall include and not limited to the following.

The complete design of the building includes a Detailed Survey, Geo Technical soil investigation, Master plan for the development of the proposed building including future buildings and all other

existing structures and services within the land parcel marked in the attached layout map. (Refer figures 1 on page 40). Architectural design, Structural design, Sanitary, plumbing, drainage, water supply, and sewerage design, Electrical, electronic, communication systems and design, mechanical systems, Elevators, escalators, and allied fields such as Landscape Architecture, Interior Architecture, Graphic Design, and Signage etc. It includes examining site constraints and potential and preparing a design brief for approval. A Master plan for the immediate surroundings shall be prepared showing all facilities like water supply, sewage, landscaping, drainage, roads, footpaths, power supply distribution, lighting, Interior architecture and landscaping, preparation of BIM models at desired detail, and preparation of preliminary and detailed working drawings, submission of BOQ, cost estimate which will conform to Schedule of Rate of either CPWD or State PWD and reference shall be furnished. In case of the market rate for a non-scheduled item, detailed specifications, etc., for the entire scope of work as a combined work or as individual items shall be submitted. All Rate Analysis shall be submitted along with a detailed estimate for these items. The scope of work includes the preparation of tender documents and issue of tender drawings. The stages of work are also mentioned herein as under:

1. **Concept Stage:** Master plan, Conceptual Architectural drawings for civil works including Landscaping and Interior Architecture, Preliminary Architectural Design Basis Report and preliminary cost estimate on area basis.
2. **Preliminary Design and Drawings stage:** Modify and finalize the conceptual drawings incorporating the changes after discussions with the client, detailed Site survey including tree demarcation, contours, existing features etc., complete as required for design and execution, Geo-technical soil investigation as required for structural design, submission of design basis report for structure, MEP services, and landscape and revised preliminary cost estimate on an area basis. Develop LOD 200 BIM model incorporating the above said features to facilitate coordinated conceptual design.
3. **Statutory Approval stage / Design development Stage:** Preparation and submission of drawing/ documents/ area statements, etc., and obtaining all statutory approvals from BMC, CFO, Tree Authority, etc. Develop LOD 300 BIM model incorporating coordinated detailed design. Submission of revised Design basis report for Structure, MEP services, and Landscape, submission of Proof checking drawings and documents of Structural design to Proof checking Consultant and Registration for GRIHA.
4. **Working drawings up to Tender document and obtaining statutory approval stage:** Draft tender document preparation including BoQ and obtaining statutory approvals, Detailed design and detailed estimates of Civil, MEP Services supported with measurement sheets, cost estimate based on CPWD latest DSR for scheduled items and market rates for non-scheduled items with quotations and rate analysis. Development of LOD 350 coordinated clash-free BIM models to enable development of documents and drawings mentioned in this section. Submission of revised Proof checking documents and drawings incorporating all the revisions as per Proof checking Consultants for Structure, detailed coordinated design and detailed item-wise estimates of cost for civil and all services of each facility with rate analysis wherever necessary and submission of all Good for Construction (GFC) drawings including Architectural, Structural, MEP Services drawings. Notification to GRIHA for site inspection prior to construction.
5. **Preparation of tender documents and drawings:** Preparation of Tender documents including conditions of contract, specification, schedule of quantities and rates, tender processing from is-

sue of tender document to finalisation, preparing comparative statements for tender finalisation, contract agreements.

## 6. Contract Finalisation and Construction Stage:

- (a) Issue of revised good for construction drawings for Civil works and other associated services such as public health, Electrical, site development, etc. with revisions, if any.
- (b) Periodic inspection of work during execution at required intervals mutually agreed upon.
- (c) Approve samples of various elements and components.
- (d) Check and approve shop drawings submitted by the contractor/ vendors.
- (e) (\*) Certification for Intermediate work done as per RA bills, Final bills of the Contractors in coordination with the Construction Supervision Agency to be appointed by the client separately.
- (f) Monitor the estimated quantities for Variation and justification for additional expenses if any.

**Note:** If the scope of work marked (\*) is not assigned, then reduction in the fee shall be applicable as per financial bid.

## 7. Completion stage

- (a) Certification of final Contractor's bills in coordination with the Construction Supervision Agency, Submission of 'As-built' drawings for completion, and obtaining Final Statutory Clearance from BMC, Chief Fire Officer, Tree Authority, etc. including documents for occupation and certification from GRIHA.
- (b) Providing adequate periodic supervision to all the works such as Architectural, Structural, Public health, Electrical, Landscaping, etc., and the degree of such supervision commensurate with the nature and magnitude of works.
- (c) Advising IITB on any other technical matter connected with the Construction of the said building or the installation of fitting, which may be entrusted to the Consultant, as may be required by the Institute from time to time.
- (d) Issuance of certificate of completion of works after getting the entire work approved by the Institute. Updated As-Built LOD 350 BIM model along with as-built drawings in appropriate digital format to be submitted to IIT.
- (e) Indicating the defects in the work, if any, for prompt rectification by the Contractor during the construction and defect liability periods.
- (f) Rendering generally, as such, by the Consultant all technical services as specified in the Contract of the said building or the said installation of the fitting entrusted to the Consultant by IITB.
- (g) The Consultant shall appoint the Services Consultant, within his scope for the services like Public Health works, Sanitary and Plumbing works, Electrical works, Site development, and Landscaping, besides other services as specified in the Contract.
- (h) The Consultant agrees to perform his duties as Architect under these Presents promptly and diligently and to do everything in his power and authority to coordinate with the Construction Supervision Agency to ensure that the Contractor/Contractors complete the

construction of the building and of installation of such fitting as may be entrusted to them according to the proper quality, specification and schedule of time given to them and that no unnecessary delay is caused by reason of the Consultant's not furnishing decisions, details in regard to designs etc. to the Contractor, provided that such delay is not caused by IITB.

- (i) Preparation of As-built drawings for entire work including in BIM LOD 350.

### **3.6.2 Note**

1. Prior to approval of BOQ, Cost of work and its scope shall be obtained before engaging the agency for Detail survey and Geo-Technical soil investigation. The contract cost involved shall be reimbursed by on submission of reports, drawings and original documents of payment, etc.
2. Proof checking of structural design to be carried out with directly contacting the concerned department authorities. Fees paid to proof checking shall be reimbursed by IITB on submission of original documents of clearance and fees paid.
3. Obtaining GRIHA certification will be the scope of Architect's work inclusive of all expenditure towards obtaining certification. However fees payable to GRIHA shall be reimbursed on submission of original documents and the fees paid.

## **3.7 Services required to be provided by the architect consultant**

### **3.7.1 Architectural System**

1. Master plan for the development of the proposed building including future buildings and all other existing structures and services within the land parcel marked in the attached layout map. (Refer figures 1 on page 40). Preparation of preliminary conceptual drawings which includes preparation of various floor plans, sections, elevations, perspectives etc., and Preliminary cost Estimates based on areas including Landscape and Interior Architecture Services.
2. Incorporation of revisions, and comments offered by IITB
3. Preparation and submission of Municipal drawings Clearance /No Objection from State/Central Statutory Authorities for commencement of work and obtaining the same.
4. Registration with GRIHA and obtaining GRIHA rating (inclusive of all expenses. Fees paid for registration paid shall be reimbursed)

### **3.7.2 Detailed Survey and Geo-Technical Soil Investigation**

1. Detailed site survey including tree demarcation, existing features, contours etc complete required for Design and Execution.
2. Geo Technical Soil investigation as required for structural design
3. Note: Prior approval for the investigation parameters Cost of work and its scope shall be obtained before engaging the agency for detailed site survey and Geo-Technical soil investigation. The contract cost involved shall be reimbursed by on submission of reports, drawings and original documents of payment, etc.

### 3.7.3 Structural System

1. Preparation of DBRs (Design Basis Report), detailed structural analysis of the total building, detailed design as per relevant Indian codes of practice of recent revisions, and submission for review and approval. On approval of the design details, detailed construction drawings shall be prepared and submitted.
2. Proof checking of structural design to be carried out with directly contacting the concerned authorities of IITB or prior approval should be taken from IITB for engagement of the experts outside IITB for carrying out proof checking.
3. Note: Fees paid to proof checking shall be reimbursed by on submission of Original documents of clearance and fees paid.

### 3.7.4 Public Health Engineering System

Scope includes Preparation of DBR's for providing both internal and external water supply and sewage system, storm water dispersal and rain water harvesting system, etc., for the said buildings. Detailed DBR's shall be submitted for review and approval. Entire design shall be as per latest IS code provisions.

### 3.7.5 Electrical System

Scheme for Preparation of DBR's, providing internal and external electrification system with necessary electrical rooms, cabling, power supply network including sub-station, street lighting etc., scope of work also includes preparation of conduit layouts for provision of telephone, computer cable, LAN, TV etc. Detailed DBR's shall be submitted for review and approval. Entire design shall be as per latest IS codal provisions and recommended Manufacturers.

### 3.7.6 Fire Fighting System

Scheme for fire-fighting system shall be as per relevant Indian Standards and as per the statutory authorities requirements. Detailed DBR's shall be submitted for review and approval by IITB

### 3.7.7 HVAC and other mechanical works

Scheme for HVAC shall be as per Clients requirement and as per relevant IS including HVAC proof checking. This has to be carried out by directly contacting the concerned department authorities of IIT B or prior approval should be taken from IITB for engagement of experts outside IIT B for carrying out proof checking. Staircase and lift pressurisation shall be as per relevant IS codes and DBR shall be submitted for approval of IITB. **Note:** Fees paid to proof checking shall be reimbursed by on submission of original documents of clearance and fees paid (Refer section 5.5 of this document).

### 3.7.8 Interior Architecture

Scheme for Design of fixed and loose furniture and interior related civil works shall be as per the Client's requirements. Detailed DBR's shall be submitted for review and approval by IITB.



### 3.7.9 Landscape Architecture

Scheme for open space Design, hard and soft areas and Planting design to be provided. Detailed DBR's shall be submitted for review and approval by IITB.

### 3.7.10 AV system

Design and Provision for AV system including projectors, screens, speakers, electrical and data connectivity is to be made in few common rooms as per IITB's direction.

## 3.8 Deliverables by the architecture design consultant

For all disciplines of Engineering, the Consultant shall submit a Design Basis Report (DBR) and preliminary drawings for review and approval from the authority of IITB, incorporate the comments provided by the authority of IITB, provide detailed drawings, Bill of Quantities (BOQ), cost estimates, Rate Analysis, Technical specifications etc. The detailed construction drawings shall be issued for all the disciplines (Civil and MEP). Following sub-sections indicates the number of prints of drawings in hard copy and reports/design calculations required at each stage for Comprehensive Architecture and Design.

### 3.8.1 Stage 1. Concept stage

Master plan, Conceptual Architectural drawings, preliminary Architectural design basis report, and preliminary cost estimate on area basis.

**Submissions:** 3 hard copy and soft copy of the source along with pdf.

### 3.8.2 Stage 2. Preliminary Design and drawings

Revised drawings incorporating revisions, Detailed site survey, Geo-technical soil investigation, Preliminary design basis report for Structure, MEP services, and landscape, and LOD 200 BIM digital model.

**Submissions:** 3 hard copy and soft copy of the source along with pdf.

### 3.8.3 Stage 3. Statutory approval / design development

Submission of drawings for Statutory Approval, submission of revised design basis report for Structure, MEP Services, and landscape, Submission of Proof checking Drawings and documents to Proof Checking Consultant for Structure, Registration of project with GRIHA, Coordinated-Clash free LOD 300 BIM model

**Submissions:** 3 hard copy and soft copy of the source along with pdf.

### 3.8.4 Stage 4. Working drawings up to Tendering

Working drawings up to Tender document stage and Obtaining Statutory approvals.



**Submissions:** 2 hard copy and soft copy of the source along with pdf.

1. Submission of revised Proof checking drawings and documents incorporating revisions as per Proof Checking Consultant.
2. Detailed coordinated design drawings .
3. Detailed Cost Estimate with Rate Analysis
4. Tender drawings and draft tender documents including BoQ, specifications, Schedule of quantities, conditions of contract.
5. Issue of tender drawings (5 hard copy).
6. Documentation for statutory approval from BMC, Tree authority, and CFO for the commencement of the work.
7. Notification to GRIHA for site inspection prior to execution for work commencement.
8. Issue of good for construction (GFC) drawings (5 hard copy).
9. Submission of soft copy of the source files along with pdfs.
10. Submission of Coordinated Clash-free LOD 350 BIM Model.

### **3.8.5 Stage 5. Tender document preparation and process**

1. Final Tender documents for invitation of bids including specifications, schedule of quantities, conditions of contract.
2. Tender processing consisting of Invitation of tenders, pre-bid meeting and its clarifications, finalisation of tenders and award of work and contract agreements including preparation of comparative statements, Recommendations to client for approval.

### **3.8.6 Stage 6. Contract Finalisation and Construction stage**

**Submissions:** 5 hard copy and soft copy of the source along with pdf.

1. Issue of Good for construction (GFC) drawings package for Civil works and other associated services such as Public Health, Electrical, Site development etc.
2. Issue revised construction drawings with minor revisions, if necessary for all works (including Architectural and Structural drawings) and other associated services such as Public Health, Electrical, Site Development etc.
3. Periodic site/IITB office visit for general quality assurance, weekly progress review meetings etc.
4. Visits of structural designer for RCC pour clearances.
5. Periodic inspection of work during execution at regular intervals mutually agreed upon.

6. Approve samples of various elements and components
7. Check and approve shop drawings submitted by the contractor/vendors.
8. Certification for intermediate work done as per RA and Final bills of the contractors in co-ordination with the construction supervision agency to be appointed by the client separately
9. Monitor the estimated quantities for variation and justification for additional expenditure, if any.

**Note:** During the execution any revisions mutually agreed upon, the revised construction drawings must be issued within 7 days. Further, any clarification or issues arising during the construction stage must be resolved within 7 days.

### 3.8.7 Stage 7. Completion stage

**Submissions:** 3 original hard copy and soft copy of the source along with pdf.

1. Certification of final contractor's bills in co-ordination with the supervising agency
2. Submission of As-built drawings on completion of work, Updated As-Built LOD 350BIM model
3. Documentation for statutory approval from BMC, Tree authority, CFO, etc. for the completion certificate of the work and obtaining the same.
4. Certification from GRIHA (As per statutory and GRIHA norms)

### 3.8.8 General Note

1. Persons to receive and review requirements: Dean (IPS) or his authorised persons.
2. All drawings /documents specified are included in the cost of Fees payable and if revisions are carried out revised GFC to be issued without extra cost.
3. **Technical Sanction:** The detailed estimate for Technical Sanction shall be based on the detailed drawings. The item descriptions shall be generally in line with the provisions of CPWD schedule of Rates enhancing w.r.t Cost Index and its latest specifications. In case of non-scheduled/special works the item description shall be framed as per good engineering practice supported with specifications and rate analysis as per reasonable market rates. Financial implications of quantity of variations/deviations of individual items exceeding beyond the Deviation limit as specified in works contract shall not be considered for working out Design Consultant's fees unless change attributed to IITB.
4. Periodic visit by consultant: The consultant or identified Principal Architect shall periodically visit project site for inspection of works and also attend Project Review Meetings held at Dean (IPS) Office, IITB on regular basis as decided by IITB.
5. All materials to be incorporated shall be recommended and approved by the architect.

### 3.9 C: Form of Performance Security (Guarantee)

#### FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

1. In consideration of the Dean (IPS) , Indian Institute of Technology Bombay (hereinafter called IITB) having agreed under the terms and conditions of Letter of Intent/ Work order/ Agreement No ... dated ... made between Indian Institute of Technology Bombay and .... (hereinafter called “the said Consultants”) for the work ... for Indian Institute of Technology Bombay (IITB) (hereinafter called the said Letter of Intent/ Work order/ Agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. ... (Rupees ... only), as a security / guarantee from the consultant(s) 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 IITB an amount not exceeding Rs. ... (Rupees ... only) on demand by IITB.
2. We ... (indicate the name of Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from IITB stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ... (Rupees ... only)
3. We, the said bank, further undertake to pay to IITB any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant(s) shall have no claim against us for making such payment.
5. We ... (indicate the name of Bank) further agree that the guarantee herein contained 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 IITB under or by virtue of the said Agreement have been fully paid and its claims are satisfied or discharged or till Engineer-in-charge on behalf of IITB certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee.
6. We ... (indicate the name of Bank) further agree that IITB 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 Consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by IITB against the said Consultant(s) 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 Consultant(s) or for any forbearance, act of omission on the part of IITB or any indulgence by IITB to the said Consultant(s) 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.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
8. We, ... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of IITB in writing.
9. This guarantee shall be valid up to ... , unless extended on demand by IITB. 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 ... for ... (indicate the name of Bank)

**(Note:** The Letter of Intent shall form part of the Agreement)

## 4 Technical Proposal

The bidder shall submit Technical Proposal for the assignment as per the details provided in the Data Sheet.

### 4.1 Design Brief

The proposed hostel is for about 1000 students. It shall have single occupancy individual rooms. The toilet facility shall be common. It shall be designed keeping in view of the prevailing statutory rules and regulations including the provisions of the National Building Code. The building must be designed keeping in view the optimum utilization of the existing plot area, minimum disturbance to the environment and economy. The requirements and the suggested carpet areas are given below (these norms are suggestive and architects could revise to suit the local needs optimizing the cost and functional needs):

1. About 960 single occupancy rooms @ 7.5 - 8.5 Sq. M carpet area per room.
2. About 34 single occupancy room for differently abled @ 10.0 -14.0 SqM carpet area per room.
3. About 6 double occupancy rooms with toilet with toilet for differently abled @ 24.0- 26.0 SqM carpet area per room.
4. Common toilets for students to be located on different floors as per layout (architect to decide total nos. as per NBC standards, desired 50)
5. Common toilets for differently abled students to be located on different floors as per layout (architect to decide total nos. as per NBC standards)
6. Dining room (suitable for dining of 650 students at a time, well ventilated) @1120 SqM 1 no.
7. Cafeteria around 160 SqM 1 no.
8. Kitchen area (Suitable for 1000 student capacity) around 600 SqM -1 no.
9. Hall Managers office around 30 SqM 1 no.
10. Wardens room around 25 SqM -1 no.
11. Associate Wardens room around 20 SqM 1 no. (Warden and Associate Wardens room can be combined with a common meeting room)
12. Main Store room around 40 SqM 1 no.
13. Staff room around 30 SqM 1 no.
14. DATA/TEL room around 16 SqM 1 no.
15. Panel room 70 SqM 1 no.
16. Gents Toilet (Separate for Staff and Visitors) @ 8-10 SqM area Total 6 nos.
17. Ladies Toilet (Separate for Staff and Visitors) @ 8-10 SqM area Total 6 nos.



18. Waiting lobby around 35.0 - 40.0 SqM area 1 no.
19. Double height Entrance lobby - around 110 SqM area
20. Misc. Store room around 25 SqM total 2 nos.
21. Counselling room around 40 - 45 SqM area 1 no.
22. Gymnasium around 150 SqM area 1 no.
23. Sit-out areas for students at number of locations suiting as per layout design (depending upon the requirement)
24. Staff resting room for Ladies around 40 -45 Sqm area 1 no.
25. Staff resting room for Gents around 30 -35 Sqm area 1 no
26. First Aid room around 25 SqM area 1 no.
27. Staff toilet /locker around 55 SqM total 2 nos.
28. PHS shaft as per building design and requirement
29. Laundromat for students at one location around 80 SqM
30. Refuge As per statutory norms
31. Common room -around 100 SqM (for around 200 students) 1 No.
32. Common rooms (Suitable for Music, Dance, Indoor games, Library, TV room etc.) around 100 SqM area - 6 nos. approx. or as per requirement.
33. Boundary Wall /Fencing around the hostel, if necessary.
34. Floor height minimum to be provided as per statutory requirement.
35. Total built-up area Details of total built-up area and carpet area may be provided. Circulation area may be considered as per norms.
36. External Development: Architect may decide as per requirement at site (inclusive of closed cycle parking).

**Note:** Refer section 1.4.1. As per this section, if more number of rooms are considered, then above size requirements can be suitably modified wherever necessary (e.g. dining, kitchen, etc.)

## 4.2 Technical Proposal Preparation

1. Consultant is expected to examine all terms and instructions included in the documents furnished with offer.
2. The estimated cost of construction or work for which the consultancy assignment is sought as well as the time to complete the assignment is stated in Data Sheet. Financial Proposal may be in accordance with this.



3. 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.
4. Proposed staff must have relevant educational qualification and experience, preferably under conditions similar to those prevailing at the locations of the assignment.
5. No alternative to key professional staff may be proposed and only one CV may be submitted to each position.

### 4.3 Informations to be provided

Technical Proposal should provide the following information, but not limited to,

1. Any comments or suggestions on the scope of work and services, documents and details made available with this offer, as well as on the facilities to be provided by IITB.
2. A description of methodology (work place), which the consultant proposes to employ in performing the assignment, duly illustrated with bar charts of graphics or any other type of Graphics.
3. C.V. recently signed by the proposed key professional staff and countersigned by an authorised officer of the consultant. Key information should include: years with the firm/entity and responsibilities held in various assignments during last ten years.
4. Estimates of the total time effort (person x months) to be provided for the services for each stage or phase of assignment, supported by breakdown of effort proposed (person x months) for major items of work and services.
5. Details of specific experience/expertise/information asked for in the Data sheet.
6. Confirmation/Submission on salient technical conditions mentioned in the offer document.
7. Quality assurance system/programme proposed to be employed in design, engineering, procurement, inspection and management activities.

**Note:** The technical proposal shall not include any financial information.

### 4.4 Data sheet: Information to Consultants

**Name of Employer:** Director, Indian Institute of Technology Bombay, 1st Floor, Nandan Nilekani Main Building, Powai, Mumbai 400076

**Name of the work:** *Comprehensive Architectural Consultancy Services for the Proposed Redevelopment of Hostel 06 at IIT Bombay, Powai, Mumbai-400076*

**Area:** Total area to be developed is approximately 30,000 sqm BUA as per the attached layout plan (Refer figures 1 on page 40).

**Estimate:** The estimated cost of construction: **Rs. 153.35 Cr.** including GST.

**Duration:** The Assignment to be completed within 36 Months or as may be necessary to complete the assignment in all respects. <sup>1</sup>

**Schedule for completion of major activities:** See details in Table 1.

Table 1: Schedule of completion of major activities

No.	Description of Activity	Period of Activity in months
1	<b>Stage 1-Concept stage:</b> Refer section 3.8.1 for details.	<b>From 0-2</b> (Two Months)
2	<b>Stage 2-Preliminary Design and drawings:</b> Refer section 3.8.2 for details.	<b>From 2-3</b> (One Months)
3	<b>Stage 3-Statutory approval / design development:</b> Refer section 3.8.3 for details.	<b>From 3-4</b> (One Months)
4	<b>Stage 4-Working drawings up to Tender document stage and Obtaining Statutory approvals:</b> Refer section 3.8.4 for details.	<b>From 4-6</b> (Two Months)
5	<b>Stage 5-Tender document preparation and process:</b> Refer section 3.8.5 for details.	<b>From 6-8</b> (Two Months)
6	<b>Stage 6-Contract Finalisation and Construction stage</b> Refer section 3.8.6 for details.	<b>From 8-34</b> (26 Months)
7	<b>Stage 7-Completion stage:</b> Refer section 3.8.7 for details.	<b>From 34-36</b> (Two Months)

**Financial liabilities** Conditions related to Tax Liability, Insurance, description or reference to documents:

1. The consultant and his personnel shall pay taxes and other impositions levied under existing, amended or enacted laws during life of assignment.
2. 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.
3. GST shall be paid to the consultant as applicable along with the professional fee as per Financial Bid.

## 4.5 Form of consultancy contract (Draft)

This Contract (hereinafter called the 'Contract') is made the ...day of the month of ...Two thousand ... between, on one hand, Dean (I.P.S.) (hereinafter called the ... which expression shall include

<sup>1</sup>This timeline indicated is based on the presumption that both B26/B27 and Type II B buildings will be taken up simultaneously. However, if any time lag occurs in taking up any Type of building, the total time of consultancy will accordingly be revised.



his successors and permitted assigns), Indian Institute of Technology Bombay, Powai, Mumbai and, on the other hand, M/s ... having its Registered office at ... hereinafter called 'Consultant' which expression shall, unless repugnant to the context, be deemed to include its successors and assigns).

## WHEREAS

- (A) The ... has requested the consultant to provide certain consulting services as defined in the General Conditions of the Contract attached to this Contract (hereinafter called the 'Services');
- (B) The consultant, having represented to the ... that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the contract;

Now therefore the parties hereto agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this contract:

Part I. Technical bid consisting of

- (a) General Conditions of the Contract (herein after called 'GCC');
- (b) The following sections:
  - i. A: Description of the Services
  - ii. B: Deliverables by the Consultant
  - iii. C: Guarantee for Performance of Services

Part II. Financial bid consisting of:

- (a) Financial bid
- (b) Milestone for Payment of Consultancy Charges
- (c) Effecting payment of consultant
- (d) Details of Reimbursable expenses

The mutual rights and obligations of the Consultant shall be as set forth in the Contract, in particular:

1. The consultant shall carry out the Services in accordance with the provisions of the Contract; and
2. IITB shall make payments to the consultant in accordance with the provisions of the contract.

In WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF, I.I.T. (B)

Dean (I.P.S.)

In presence of

Witness

1.

2.

FOR AND ON BEHALF OF (CONSULTANT)

(Authorized Representative)

In presence of

Witness

1.

2.

### 4.6 Integrity Pact

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

#### INTEGRITY AGREEMENT

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

#### BETWEEN

Director IITB represented through Dean (IPS) (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 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 “IITB/DIPS/H06/AC/01 Dated 2024 Feb 29” (hereinafter referred to as “Tender/Bid) and intends to award, under laid down organizational procedure, contract for Comprehensive Architectural Consultancy Services for the Proposed Redevelopment of Hostel 06 at IIT Bombay, Powai, Mumbai-400076- 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 IITB / 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/Owners 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 or causing 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 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/Owners 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 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.
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 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.

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, IITB.

## 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:

..... (Signature, name and address)

..... (Signature, name and address) Place:

Dated:



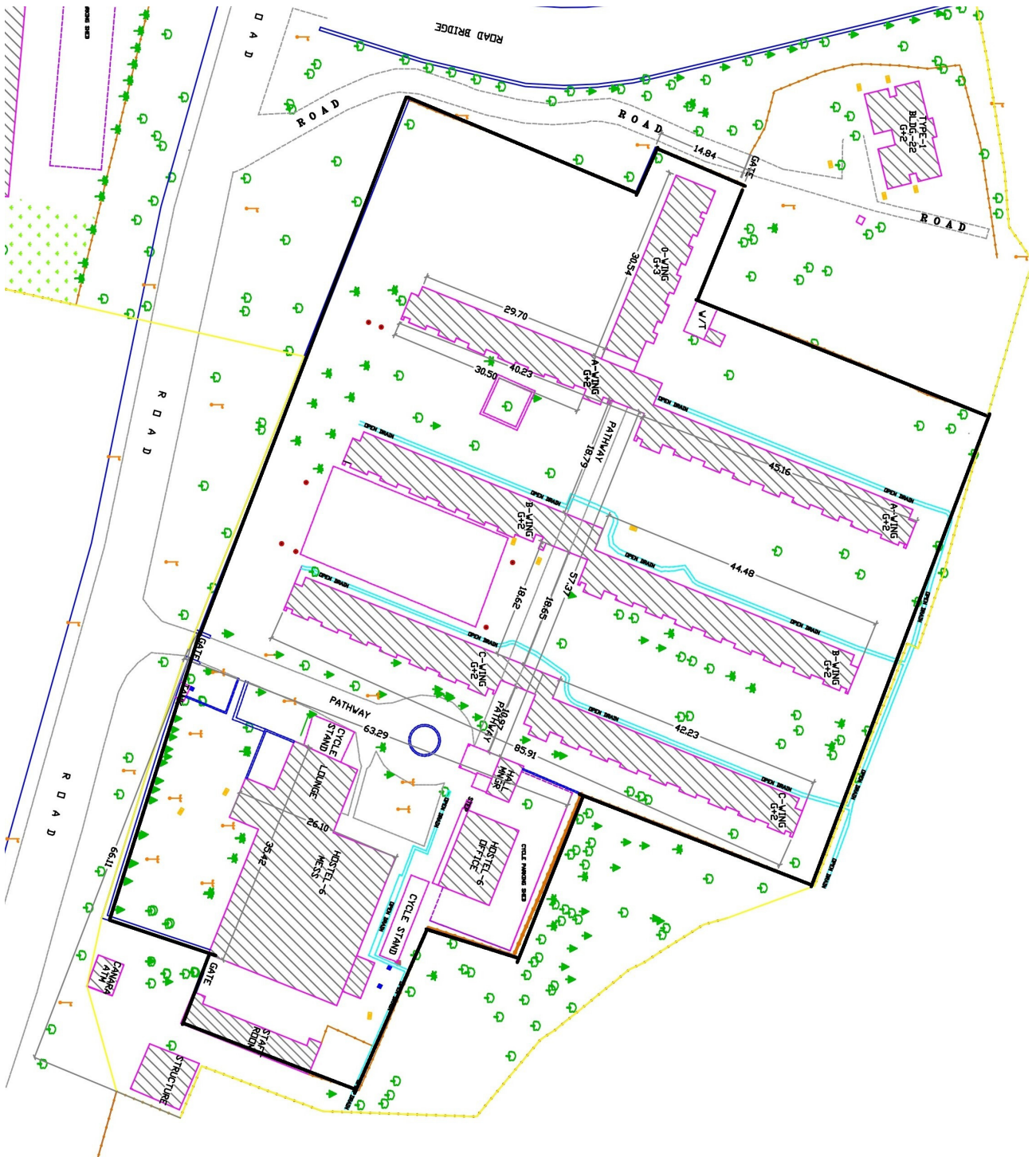


Figure 1: Layout map of the existing Hostel 06 available for the redevelopment



# Indian Institute of Technology Bombay

## Comprehensive Architectural Consultancy Services for the Proposed Redevelopment of Hostel 06 at IIT Bombay, Powai, Mumbai-400076

Ref. IITB/DIPS/H06/AC/01 Dated 2024 Feb 29

### Financial Proposal

(To Be Submitted In Envelope 3)



RFP Invited by

**Dean, Infrastructure Planning and Support (IPS)**

**Indian Institute of Technology Bombay,**

**Powai, Mumbai 400076.**



## 5 Financial Proposal

The Financial proposal should be submitted on the consultants letterhead and should be duly complete in all aspects, without any additional conditions except those mentioned in the RFP (Request for Proposal) and free from any computational errors. In preparing the Financial Proposal, the Consultant is expected to consider, besides technical requirements, commercial conditions specified in the offer document.

The Financial Proposal for the assignment and for additional works shall be all-inclusive, and should cover, but not limited to, remuneration of staff (in the field and at headquarters), gratuity, Provident fund, travel assistance, out-of-pocket expenses (per diem), Overheads, Profits, Accommodation (housing), transportation (for mobilisation and demobilisation), Communication, Equipment (vehicles, office equipment, furniture, consumables, etc.), the printing of documents, Surveys, training. The Financial Proposal shall also include the tax liability and cost of Insurance of the Consultants' firm and his personnel specified in the Data sheet. **The fee shall be quoted in in Percentage only.**

### 5.1 Schedule of financial proposal

1. Financial Bid (Details in section 5.2 on page 42)
2. Milestone for Payment of Consultancy Charges (Details in section 5.3 on page 45)
3. Effecting payment to the Design Consultant (Details in section 5.4 on page 48)
4. Reimbursable expenses (Details in section 5.5 on page 49)

### 5.2 Financial bid

**Name of the Work:** *Comprehensive Architectural Consultancy Services for the Proposed Redevelopment of Hostel 06 at IIT Bombay, Powai, Mumbai-400076*

**Ref. No.** IITB/DIPS/H06/AC/01 Dated 2024 Feb 29

1. The bidders should quote its percentage fee in the table given below. It shall be in terms of percentage of value of work based on the approved design.
2. 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 IITB 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.
3. 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. 153.35 Cr.** including GST.
4. All the interim payments made shall be treated as advance payments against Final Bill.
5. Fee for stage 6 shall be provisionally calculated on the basis of lower of Technically Sanctioned Cost and Work Order value.

6. Fee for Stage 7 including Final Bill will be paid on Value of Work (refer 2 above)
7. 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.
8. 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.

Table 2: **The Financial Bid** (The bid is in terms of the percentage to be written in both figures and words in this table)

No.	Item Description	Percentage of fee in figures	Percentage of fee in words
1	Comprehensive Architectural Consultancy for the <i>Comprehensive Architectural Consultancy Services for the Proposed Redevelopment of Hostel 06 at IIT Bombay, Powai, Mumbai-400076</i> consisting of providing design, drawings, cost estimate, specifications, DBRs, reports, etc. consisting of Architectural, Civil, Structural, Public Health, Electrical, Mechanical, Fire Fighting System, etc.including Landscape Architecture and Interior Architecture complete. The % (Percentage) of Fees shall be quoted based on the Preliminary Estimated cost of <b>Rs. 153.35 Cr.</b> including GST and given in the Data Sheet as per the scope of work defined in Technical Proposal-PART-A, subject to Note below this table.	% (Percentage in figures)	(Percentage in words)

**Note:**

1. Quoted percentage shall include all the taxes applicable except GST which shall be added separately. Percentage quoted shall be written in words.
2. Maximum amount payable will be restricted to the percentage of the actual cost executed through contracts or percentage on Technically Sanctioned cost which ever lower.
3. Quoted percentage shall include preparation of drawings/ documents/ area statements etc required for submission and obtaining statutory approvals
4. **Competing Architects, for the purpose of competition alone, can refer to Preliminary data of the site such as Spot levels/ Topography survey including location of Storm water drains, manholes and existing features including Tree Survey., available with IITB. However, once the work is awarded, the selected architect must conduct relevant surveys for the design.**

Signature of authorized signatory with designation, date and office seal

### 5.3 Milestones payment of consultancy charges

Table 3: Milestones payment of consultancy charges

No.	Stages of payment and activity	Fees payable
1	<p>Stage 1. Concept stage</p> <ol style="list-style-type: none"> <li>1. Prepare a conceptual Master plan for the development of the Residential Building indicating existing structures and locating future buildings.</li> <li>2. Prepare Conceptual Architectural drawings for civil works and including Landscaping and Interior Architecture</li> <li>3. Prepare Preliminary Architectural Design Basis Report</li> <li>4. Provide a preliminary cost estimate on area basis.</li> </ol>	10 % (Ten) of total fees payable
2	<p>Stage 2. Preliminary Design And Drawings stage</p> <ol style="list-style-type: none"> <li>1. Modify the conceptual designs incorporating the changes necessary and prepare the preliminary drawings and sketches.</li> <li>2. Submit detailed site survey drawing</li> <li>3. Submit Geo-technical soil investigation report</li> <li>4. Submit Preliminary Design Basis Report for Structure, PHE, and Landscape</li> <li>5. LOD 200 BIM digital model</li> </ol>	20 % (Twenty) of total fees payable less payment made at Stage 1
3	<p>Stage 3. Statutory Approval stage / Design Development</p> <ol style="list-style-type: none"> <li>1. Prepare drawings necessary for submission and obtaining Statutory approvals.</li> <li>2. Submission of revised design basis report for Structure, MEP Services and landscape.</li> <li>3. Submission of drawings and documents of structural design to Proof checking Consultant.</li> <li>4. LOD 300 BIM digital model.</li> <li>5. Registration of Project with GRIHA.</li> </ol>	30 % (Thirty) of total fees payable less payment made up to Stage 2

4	<p>Stage 4. Working Drawings up to Tender Documents and Obtaining statutory approval stage</p> <ol style="list-style-type: none"> <li>1. Submission of revised Proof checking drawings and documents incorporating revisions as per Proof Checking Consultant</li> <li>2. Detailed coordinated design drawings</li> <li>3. Detailed Cost Estimate with Rate Analysis</li> <li>4. Tender drawings and draft tender documents including specifications, Schedule of quantities, conditions of contract</li> <li>5. Issue of tender drawings</li> <li>6. Submission of necessary drawings for statutory approvals from MCGM, Tree authority, CFO etc. for work commencement.</li> <li>7. Notification to GRIHA for site inspection prior to execution for work commencement.</li> <li>8. Issue of Good for construction (GFC) drawings.</li> <li>9. Coordinated clash free LOD 350 BIM model.</li> </ol>	48 % (Forty Eight) of total fees payable less payment made up to Stage 3
5	<p>Stage 5. (*) Tender document preparation and process</p> <ol style="list-style-type: none"> <li>1. Final Tender documents for the invitation of bids including specifications, schedule of quantities, conditions of contract</li> <li>2. Tender processing consisting of Invitation of tenders, pre-bid meeting and its clarifications, preparation of comparative statements, finalisation of tenders and award of work and contract agreements. Recommendations to client for approval.</li> </ol>	50 % (**) (Fifty) of total fees payable less payment made up to Stage 5

6	<p>Stage 6 Contract Finalisation and Construction Stage</p> <ol style="list-style-type: none"> <li>1. Issue of revised construction drawings with minor revisions, if necessary for all works (including Architectural and Structural drawings) and other associated services such as Public Health, Electrical, Site Development etc.</li> <li>2. Periodic site and IITB office visit for general quality assurance, weekly progress review meetings etc.</li> <li>3. Visits of structural designer for RCC pour clearances.</li> <li>4. Periodic inspection of work during execution at regular intervals mutually agreed upon.</li> <li>5. Approve samples of various elements and components</li> <li>6. Check and approve shop drawings submitted by the contractor/vendors.</li> <li>7. (*) Certification for intermediate work done as per RA and Final bills of the contractors in co-ordination with the construction supervision agency to be appointed by the client separately</li> <li>8. Monitor the estimated quantities for variation and justification for additional expenditure, if any.</li> </ol>	<p>95 % (**) (Ninety Five) of total fees payable less payment made up to Stage 5. Fees will be paid in stages proportionate to the quantum work executed as per the Contractors certified bill value.</p>
7	<p>Stage 7. Completion Stage</p> <ol style="list-style-type: none"> <li>1. (*) Certification of final contractor's bills in co-ordination with the supervising agency</li> <li>2. Submission of As-built drawings on completion of work</li> <li>3. Preparation of as built drawings and documents for obtaining final statutory clearances / completion certificates from MCGM, Chief Fire Officer, Tree authority etc. including documents for occupation.</li> <li>4. Certification from GRIHA</li> <li>5. Updated As-Built LOD 350 BIM model along with as- built drawings in appropriate digital format to be submitted to IITB</li> </ol>	<p>100 % (**) (One Hundred) of total fees payable less payment made at Stage 1 to 6</p>

**Note :**

1. If scope of work marked (\*) is not assigned then reduction in Consultancy fee shall be applicable as per financial bid.
2. If the Fee payable marked (\*\*) as indicated in stages 5, 6 and 7 shall be reduced by 2 % (Two

percent) of the Total fee payable, if the scope marked (\*) is not assigned and accordingly fee payable shall be worked out.

3. The Assignment to be completed within 36 Months or as may be necessary to complete the assignment in all respects. This timeline indicated is based on the presumption that both the type of buildings will be taken up simultaneously. However, if any time lag occurs in taking up any type of building, the total time of consultancy will accordingly be revised. Also, the stage payment pertaining to each of the building can be claimed separately.
4. No deductions shall be made from the fee of the Design Consultant on account of penalty, liquidated damages, part rates or for the sums withheld from payment or recovered from Contractors / suppliers.
5. The actual cost of the completed works shall include cost of execution of assigned works, referred to in Scope of Work
6. Design Consultant may list out the deliverables and numbers thereof, in case progressive payment is desired under any activity, to quantify the progress vis-a-vis the milestone. For stage 6 (construction stage), fees will be paid in stages proportionate to the quantum of work executed as per the Contractors certified bill value as under-

#### **5.4 Effecting payment to the design consultant**

Comprehensive Design Service payment due to the Design Consultant at different stages will be computed on the following basis:

- A At Stage 1: On preliminary estimated cost.
- B At Stages 2 to 5: On preliminary estimated cost.
- C At Stages 6: Technical Sanction cost or Actual total cost, whichever is lower.
- D At Stages 7: Technical Sanction Cost or Actual total cost, whichever is lower.

The Client shall make progressive on account payments to the Design Consultant against any of the above stages based on the quantum of work done during that stage, as may be mutually agreed to between Client and the Design Consultant.

No deductions shall be made from the fee of the Design Consultant on account of penalty, liquidated damages, part rates or for the sums withheld from payment or recovered from Contractors / suppliers.

The actual cost of the completed works shall include cost of execution of assigned works, referred to in Scope of Work and also the cost of equipment and machinery such as Transformers, DG Sets, Sub-stations, Lifts, Air Conditioning Machines, Pumps and Motors, Water and Sewage Treatment Plant, etc., but excluding the cost of land.

Design Consultant may list out the deliverables and numbers thereof, in case progressive payment is desired under any activity, to quantify the progress vis--vis the milestone.



## 5.5 Reimbursable expenses

1. Proof Checking of Structural Design.
2. Fees payable to Statutory Authorities such as Chief Fire Officer, BMC etc., if any, with prior approval
3. GRIHA Registration Fees
4. Detailed Site Survey
5. Geo-technical investigation
6. Topographic Survey.

**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.

Signature by Authorized Signatory.

Full Name:

Designation: