

INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

OFFICE OF DEAN (IPS)

Pre-Bid Queries & Responses / Clarifications

May 01, 2024

Name of Work: EOI cum RFP for Program Management Consultancy-2 for IIT Bombay for the proposed development of Infrastructure works like Academic, Residential, Hostel buildings and related external services. Ref No: IITB/PMC-2/EOI-RFP/2024/01

Ref: Pre-Bid meeting: Dated 26/04/2024 at Dean IPS office, IIT Mumbai

A. General Information

- Wherever PMC is involved in the design review/value engineering/appointment of the contractor, the architect fee paid corresponding to that stage shall also be considered for payment of the PMC fee.
- Format of the BG is available at the end of this document.
- Manpower deployment for CMS services is revised as follows:

**Table B. Resources including the manpower (with minimum qualification) required to be deployed for each building project as per (CMS) costing:** (1) Above Rs 100 Crores and upto Rs 150 Crores with an estimated duration of **32** months for each project, (2) Above Rs 50 Crores and upto Rs 100 Crores with an estimated duration of **24** months for each project, and (3) Above Rs 25 Crore and up to Rs 50 Crores with an estimated duration of **18** months; and the penalty for non- deployment in Lakhs per month of non-compliance.

No.	Minimum resources for Construction Management and Supervision for each building project	Unit	Quantity for 100-200 Cr works	Quantity for 50-100 Cr works	Quantity for 25-50 Cr works	Penalty*
1	<b>Construction Manager.</b> Qualification: Graduate or Postgraduate in Civil Engineering, with 15years' experience in construction projects in the capacity of Chief Engineer or equivalent.	Man Month	32	24	18	1.5
2	<b>Senior MEP Engineer.</b> Qualification: Graduate in Electrical or Mechanical Engineering, with 10 years' experience in construction projects in the capacity of Project Engineer orequivalent	Man Month	28	20	15	1.5
3	<b>Middle Level Civil Engineer.</b> Qualification: Graduate in Civil Engineering, with 7 years' experience in construction projects in the capacityof Site Engineer or equivalent or 10 years' experience with Diploma qualification	Man Month	32	24	18	0.8
4	<b>Junior Civil Engineer.</b> Qualification: Graduate Engineer in Civil with 5 years relevant experience in construction	Man Month	64	48	36	0.5

	projects or 8 years' experience with Diploma qualification					
5	<b>Junior MEP Engineer.</b> Qualification: Graduate Engineer in Electrical/ Mechanical with 5 years relevant experience in construction projects or 8 years' experience with Diploma qualification	Man Month	28	20	15	0.5
6	<b>Billing Engineer:</b> Graduate/ Diploma in Civil Engineering with 5 years of construction/ Estimation/ tendering experience.	Man Month	32	24	18	0.5
7	<b>Safety Engineer:</b> Graduate in Electrical/Mechanical engineering or Advanced Diploma in Industrial safety with 5 years of relevant experience in safety management	Man Month	28	20	15	0.5
8	Site office establishment including laptops, computers, transport, printers etc. complete.	LS	32	24	18	1.0

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

Note:

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

## B. Response to specific queries

- Ref. Clause: 2.3.A Criteria for eligibility A. Experience in Project Management Services The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for educational institutes/ universities/ commercial complexes/ residential complexes/ townships during the last 7 years ending previous day of last date of submission, with at least: (a) One assignment with a project construction completion cost of Rs. 300 crores, or (b) Two assignments with a project construction completion cost of Rs. 200 crores; or (c) Three assignments with a project construction completion cost of Rs. 100 crores. The experience shall be supported with performance certificate of each completed work issued by the employer or his authorized representative. The completion cost shall be brought to current costing level by enhancing the actual value at simple rate of 7% per annum, calculated from the date of completion to previous day of last date of submission **Queries:** (a) One assignment with a project construction completion cost of Rs. 300 crores, or (b) Two assignments with a project construction completion cost of Rs. 150 crores; or (c) Three assignments with a project construction completion cost of Rs. 100 crores

Response: The provision indicated in the EOI- RFP shall prevail

- Ref. Clause: 2.3.C As per ITCC (Income Tax Clearance Certificate) or Profit and Loss Statements (duly certified by CA), the following shall be met by the firms: (a) The average consultancy fee received by the firm shall not be less than Rs 2.50 Crores in the last 3 financial years ending on 31-3-2023, and **Queries:** The average consultancy fee received by the firm shall not be less than Rs 1.50 Crores in the last 3 financial years ending on 31-3-2023

Response: The provision indicated in the EOI- RFP shall prevail

- 3 Ref. Clause: 2.4 Earnest Money Deposited The submissions by the Firms invited as per this RFP should be accompanied by an Earnest Money of Rs. 20 Lakhs (Rupees Twenty Lakh only), in form of a Demand Draft of any scheduled bank or a bank guarantee drawn in favour of, The Registrar, Indian Institute of Technology Bombay payable at Mumbai 400076. The submissions received shall not be considered if their Earnest Money Deposit is not found to be in order. There shall be no exemption from payment of Earnest Money on any account. The Earnest Money will be returned to the Firms at the end of: (a) Firm does not qualify for EOI. (b) Firm does not qualify Competition. (c) Remaining firms after the award of work order except to the winner. **Queries:** The submissions by the Firms invited as per this RFP should be accompanied by an Earnest Money of Rs.10 Lakhs (Rupees Ten Lakh only), in form of a Demand Draft of any scheduled bank or a bank guarantee drawn in favour of, The Registrar, Indian Institute of Technology Bombay payable at Mumbai 400076. Or Allow MSME exemption for EMD WAIVER.

Response: The provision indicated in the EOI- RFP shall prevail

- 4 Ref. Clause: As per page no.7 of RFP document Earnest Money Deposit (EMD) Rs. 20 Lakhs (Rupees Twenty Lakh only), in form of a Demand Draft of any scheduled bank or a bank guarantee **Queries:** It is requested to please exempt the Earnest Money Deposit (EMD) for MSME bidder registered with MSME, UDYAM Registration, NSIC, Udog Aadhar, We wish to submit that M/s. ARCH-EN DESIGN registered with MSME vide Udog Aadhar registration no. DL08E0010554 in Small Enterprise category, NSIC and exempted for paying Earnest Money Deposit (EMD) amount in various govt. Organization i.e. IIT-Mandi, IIT-Roorkee , IIT-Guwahati, CPWD, Bihar Tourism, HLL (HITES), UPRERA, Bridge & Roof Ltd., WAPCOS, EPIL, IOCL , RITES, , ADA, UPSIDA, U.P Tourism. In view of above you are requested please allow to us exemption for payment of Earnest Money Deposit (EMD) amount and accept MSME/NSIC certificate in place of Earnest Money Deposit (EMD) for which necessary amendment may please be issued

Response: The provision indicated in the EOI- RFP shall prevail, accordingly EMD is payable.

- 5 Ref. Clause: General **Queries:** Whether we stand qualified in the submitted bid invitation.

Response: The query pertains to other work in IITB for which prequalification bids are under process and that work is not part of the proposed PMC-2

- 6 Ref. Clause: General **Queries:** Whether the bid submission for the contractor stand cancelled & fresh invitation overrules earlier bid invitation.

Response: -do-

- 7 Ref. Clause: General **Queries:** Whether we can submit the bid as PMC under fresh invitation. We are eligible as PMC & keen to submit our bid for the same.

Response: -do-

- 8 Ref. Clause: Clause 2 - ITA Page No.6 (6) No joint venture shall be considered. **Queries:** We request you to please allow joint venture / association with MOU

Response: No Joint venture/association with MOU shall be considered

- 9 Ref. Clause: Clause 2.3 Criteria for Eligibility A. Experience in Project Management Services The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for educational institutes/ universities/ commercial complexes/ residential complexes/ townships during the last

7 years ending previous day of last date of submission, with at least: (a) One assignment with a project construction completion cost of Rs. 300 crores, or (b) Two assignments with a project construction completion cost of Rs. 200 crores; or (c) Three assignments with a project construction completion cost of Rs. 100 crores. **Queries:** We request you to please consider below points- The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for educational institutes/ universities/ commercial complexes/ residential complexes/ townships during the last 10 years ending previous day of last date of submission, with at least: (a) One assignment with a project construction completion cost of Rs. 300 crores, or (b) Two assignments with a project construction completion cost of Rs. 200 crores; or (c) Three assignments with a project construction completion cost of Rs. 100 crores.

Response: The provision indicated in the EOI- RFP shall prevail

- 10 Ref. Clause: Clause 2.3 Criteria for Eligibility B. Experience with Government The firms should have satisfactorily completed at least one assignment (either from above or separately) of minimum quantum of work with project cost of Rs 100 Crore, for Central/State Government, PSU, an autonomous body of Central/State Government. **Queries:** We request you to please consider below point- The firms should have satisfactorily completed at least one assignment (either from above or separately) of minimum quantum of work with project cost of Rs 100 Crore, for Central/State Government, PSU, an autonomous body of Central/State Government/ Public listed company having average annual turnover of Rs 500 crore listed on National Stock Exchange or Bombay Stock Exchange

Response: The provision indicated in the EOI- RFP shall prevail

- 11 Ref. Clause: Clause 2.3 Criteria for Eligibility C. Average Annual Turnover As per ITCC (Income Tax Clearance Certificate) or Profit and Loss Statements (duly certified by CA), the following shall be met by the firms: (a) The average consultancy fee received by the firm shall not be less than Rs 2.50 Crores in the last 3 financial years ending on 31-3-2023, and (b) The firm should not have incurred any loss in more than 2 years during last 5 financial years ending on 31-3-2023. **Queries:** We request you to please consider below point- As per ITCC (Income Tax Clearance Certificate) or Profit and Loss Statements (duly certified by CA), the following shall be met by the firms: (a) The average consultancy fee received by the firm shall not be less than Rs 25 Crores in the last 3 financial years ending on 31-3-2023, and (b) The firm should not have incurred any loss in more than 2 years during last 5 financial years ending on 31-3-2023.

Response: The provision indicated in the EOI- RFP shall prevail

- 12 Ref. Clause: Bid Extension Bid Submission - 2024 May 24 **Queries:** We request you to provide at least 14 to 21 working days after pre bid reply.

Response: Bid submission date is 24.5.2024 at 3.00 PM

- 13 Ref. Clause: IITB PMC 2024. Part I – EoI; 2.3 Criteria for Eligibility; A. Experience in Project Management Services Page 7/20 The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for educational institutes/ universities/ commercial complexes/ residential complexes/ townships during the last 7 years ending previous day of last date of submission, with at least: **Queries:** As per our understanding Medical Colleges project will be considered under this clause. Please confirm.

Response: The clause regarding eligibility criteria is clearly indicated in the EOI-RFP.

- 14 Ref. Clause: IITB PMC 2024. Part I – Eoi; Annexure I.4; Works Awarded or Under Execution (Form C) Page 12/20 Project/Program Management Services Assignments **Queries:** Request you to kindly consider Construction Supervision work of Highway Projects as well under this section. Please confirm.

Response: The provision indicated in the EOI- RFP shall prevail. Highway project cannot be considered under educational institutes/ universities/ commercial complexes/ residential complexes/ townships.

- 15 Ref. Clause: 2.3 Criteria for Eligibility Page 7/20 **Queries:** Architectural/ Engineering Consultancy firms already empanelled with IIT – B for Architectural Detail Design Consultancy work would also be eligible to bid for Program Management Consultancy work. Please confirm.

Response: If the PMC is awarded to a firm, then the same firm cannot be appointed as Architectural consultant for any of the project under the scope of the PMC.

- 16 Ref. Clause: Annexure I.5: Performance Report of Works referred to in Forms B & C (Form D) Page 13/20 Performance Report of works referred to in Forms B and C should cover the aspects given below. One Form D shall be filled for each Work referred to in Forms B and C. The person giving this Certificate should be of senior and responsible officer of the Client Organization **Queries:** As the bidders are already submitting certificates for completed/substantially completed works, request you to kindly delete this form/clause.

Response: The provision indicated in the EOI- RFP shall prevail

- 17 Ref. Clause: IITB PMC 2024. Part II – RFP; 3 Submission of Proposal; 3.2 Presentation during the Evaluation page 9/30 All Firms should also be ready with a virtual presentation of their office with the facilities they possess, total staff available with them with the qualification and experience. **Queries:** Please provide more clarity on this virtual presentation. Will it be only virtual office tour of staff and facilities or will there be any interviews/interactions also conducted.

Response: The presentation to the evaluation committee consists of virtual presentation i.e. an online view of the office facilities. The committee may, in lieu of this, may physically visit the office if so desired.

- 18 Ref. Clause: Part I Expression of Interest (EOI) Page 4 of 30 Part II RFP Page 02/30 **Queries:** We assume that the date for selection of PMC/Bid Opening is same as date of issue of Work Order. Please Confirm.

Response: The date for selection of PMC/Bid opening is date of opening of Financial Bid. Work order will be issued subsequently after getting all the internal approvals.

- 19 Ref. Clause: Part I Expression of Interest (EOI) Page 5 of 30 Clause 1.3 Infrastructure Works at IIT **Queries:** We request you to share the master plan of the proposed development that shows existing buildings and proposed developments to understand the coordinates of the developments in order to arrive upon of the optimum resource deployment for the project.

Response: The Master Plan of IITB is in public domain and already uploaded in IITB website (<https://www.iitb.ac.in/deanpl/construction.html>)

- 20 Ref. Clause: Part I Expression of Interest (EOI) Page 5 of 30 Clause 1.3 Infrastructure Works at IIT **Queries:** Please confirm if the preferred contracting model is General Contractor or Multi Prime for all the works.

Response: The contracting model is comprehensive which includes Civil, MEP, Interiors and other services

- 21 Ref. Clause: Part I Expression of Interest (EOI) Page 5 of 30 Clause 1.3 Infrastructure Works at IIT  
**Queries:** Since the PMC fees is dependent upon overall deployment of resources and duration for each staff, we request you to provide indicative timelines for the projects to plan the deployment.

Response: Indicative timeline is given for the cost range in Table 3, page 7/9 of EOI-RFP Document. Exact timeline will vary from project to project, depending upon various permissions including from the local body. Among the project listed in Part I of Eoi page 6/20: Efficiency apartment is currently under tendering stage. Architects have been appointed for Hostel for 1000, Hostel for 500, Type IIB, B26 and B27 and work may commence in about an year. The rest of the projects architect appointment will be the scope of this PMC once appointed.

- 22 Ref. Clause: Part I Expression of Interest (EOI) Page 5 of 30 Clause 1.3 Infrastructure Works at IIT  
**Queries:** Please confirm if interior works (furnishing, food courts, kitchen, common area interiors, room interiors) of hostels, residential buildings and other buildings shall also be in the scope of PMC/CMS.

Response: Yes

- 23 Ref. Clause: Part I Expression of Interest (EOI) Page 6 of 30 Clause 2.3 Criteria for Eligibility A. Experience in Project Management Services The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for educational institutes/ universities/ commercial complexes/ residential complexes/ townships during last 7 Financial Years ending 31-3-2024, with at least: (a) One assignment with a project construction completion cost of Rs. 300 crores, or (b) Two assignments with a project construction completion cost of Rs. 200 crores; or (c) Three assignments with a project construction completion cost of Rs. 100 crores. B. Experience with Government The firms should have satisfactorily completed at least one assignment (either from above or separately) of minimum quantum of work with project cost of Rs 100 Crore, for Central/State Government, PSU, an autonomous body of Central/State Government. C. Average Turnover Value As per ITCC (Income Tax Clearance Certificate) or Profit and Loss Statements (duly certified by CA), the following shall be met by the firms: (a) The average consultancy fee received by the firm shall not be less than Rs 2.50 Crores in the last 3 financial years ending on 31-3-2024, and (b) The firm should not have incurred any loss in more than 2 years during last 5 financial years ending on 31-3-2024. **Queries:** Looking at the nature of work and complexities involved, we request you to enhance the eligibility criteria as below: A. Experience in Project Management Services The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for educational institutes/ universities/ commercial complexes/ residential complexes/ townships during last 7 Financial Years ending 31-3-2024, with at least: (a) One assignment with a project construction completion cost of Rs. 1,000 crores, or (b) Two assignments with a project construction completion cost of Rs. 600 crores; or (c) Three assignments with a project construction completion cost of Rs. 300 crores. B. Experience with Government The firms should have satisfactorily completed at least one assignment (either from above or separately) of minimum quantum of work with project cost of Rs 300 Crore, for Central/State Government, PSU, an autonomous body of Central/State Government. C. Average Turnover Value As per ITCC (Income Tax Clearance Certificate) or Profit and Loss Statements (duly certified by CA), the following shall be met by the firms: (a) The average consultancy fee received by the firm shall not be less than Rs 100 Crores in the last 3 financial years ending on 31-3-2024, and (b) The firm should not have incurred any loss in more than 2 years during last 5 financial years ending on 31-3-2024.

Response: The provision indicated in the EOI- RFP shall prevail

- 24 Ref. Clause: Part II: Request for Proposal (RFP) Scope of Service Page 3 of 30 Design development as per stages of the Architectural Consultancy agreement including submission of various DBR for other facilities. Design Verifications, value Engineering & finalisation of all drawings **Queries:** The Design Liability lies within the respective design consultants. The Consultant shall not be held accountable for any design flaws, over design or under design. Please confirm.

Response: Though the design liability lies with respective architect and their design consultant, the value engineering/reviewing of the design including DBR's, drawings, specifications, BoQ, etc. is under the scope of this PMC.

- 25 Ref. Clause: Part II: Request for Proposal (RFP) Page 3 of 25 Pre-construction PMC services Establish office set up at IITB Campus in the basic office space provided by IITB. **Queries:** We request the client to provide air-conditioned workspace, office supplies & stationaries, pantry supplies, office boy and utility consumption at no additional cost for both PMC and CMS scope of works.

Response: Only a basic office space will be provided by IITB for PMC persons. The rest of the office set up including furniture, computers, stationaries, manpower, vehicle for local travel, etc. are under the scope of the PMC. As far as CMS staffs are concerned, basic office space at site will be provided by respective contractor as per contract condition.

- 26 Ref. Clause: Part II: Request for Proposal (RFP) Scope of Service Page 4 of 30 **Queries:** We understand that the scope of PMC with respect to legal and arbitration matters is limited to provide support for technical support only. The legal expert appointed by the Client will be responsible for legal matters. Any support after the duration of the project if required will be paid separately as per mutually agreed rates.

Response: Yes. Technical support after completion of duration of the project if required shall adequately be covered in the quoted fee.

- 27 Ref. Clause: Part II RFP Page 21 of 30 the PMCS shall take out and maintain, at his own cost but on terms and conditions approved by the IITB, insurance against the risks, and for the coverage of Employer's liability and workers' compensation insurance in respect of the personnel of the PMCS in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate and copy shall be provided as evidence showing that such insurance has been taken out and maintained and that the current premiums thereof are timely paid. **Queries:** The PMC has procured insurances for their other ongoing projects. We understand that the extension of the same insurances should suffice the needs under this contract. Kindly confirm.

Response: Insurance in respect of PMCS personnel shall cover till completion and handing over of the project to IITB

- 28 Ref. Clause: Part II: Request for Proposal (RFP) Scope of Service **Queries:** The words ensure, identify, guarantee, adhere, manage, achieve, responsible or any similar words shall be interpreted throughout this Agreement to mean that the PMC shall endeavour to ensure, identify, guarantee, adhere, manage, achieve, or otherwise meet such similar requirement

Response: PMC is expected to function as an extended wing of IIT and should safeguard the interest of the Institute.

29 Ref. Clause: Part II: Request for Proposal (RFP) Scope of Service **Queries:** The software that are necessary for the performance of PMC will be included in the PMC offer. We propose to use SharePoint for document management system. We shall not consider other software like Aconex, Procore, BIM 360, Cost, Revit etc. as it is not mentioned in the scope of work. Please confirm.

Response: If IIT insist of any software to be used, IIT will make provision for such software. However, the bidding agency can offer software as part of the bid if such software are essential for the functioning of the of the PMC and such should be part of the bid.

30 Ref. Clause: Part III Price BID Page 2 of 9 CMS Stage: Balance amount (75%) will be paid for the CMS services based on the actual quantum of work executed for each building project based on the contractor's and architect's running bill. **Queries:** We request you to replace the payment terms as below: The payment of fees for Construction Management Services shall be • 10% unsecured advance • Balance 90% based on man month rate as per the actual deployment at site monthly within 30 working days for invoice submission

Response: The provision indicated in the EOI- RFP shall prevail

31 Ref. Clause: Part III Price BID Page 2 of 9 PMC Stage: 25% of the Price Bid Value as time Based Fee for Pre-Construction Activities, which shall comprise of posting and managing dedicated staff for the entire duration of the PMC contract. This component of fee shall be paid in equal monthly instalments over the PMC Contract Period **Queries:** We request you to replace the payment terms as below: The payment of fees for Program Management Services shall be • 10% unsecured advance • Balance 90% based on man month rate as per the actual deployment at site monthly within 30 working days for invoice submission.

Response: The provision indicated in the EOI- RFP shall prevail

32 Ref. Clause: Part III Price BID Page 2 of 9 The quoted rate will apply for a total project cost increase of up to about 30% above the estimated cost of Rs. 600 crores (i.e., up to about 780 cr), but within the 5-year period. **Queries:** We request you to replace the payment terms as below: The payment of fees for PMC and CMS shall be • 10% unsecured advance • Balance 90% based on man month rate as per the actual deployment at site monthly within 30 working days for invoice submission

Response: The provision indicated in the EOI- RFP shall prevail

33 Ref. Clause: Part III Price Bid If the project time extends beyond by up to 20%, there is no additional fee for CMS. **Queries:** We request you to delete this clause.

Response: The provision indicated in the EOI- RFP shall prevail

34 Ref. Clause: Part III Price Bid For some unforeseen reason, if the construction period extends beyond 20% percent of the stipulated period, the CMS service will remain valid with altered manpower at mutually agreed terms and conditions for that particular package. **Queries:** We request you to delete beyond 20% percent

Response: The provision indicated in the EOI- RFP shall prevail

35 Ref. Clause: Part III Price Bid Manpower deployment for PMC services Page 5/9 **Queries:** On our ongoing projects, we are performing scope similar to the Program Management Consultancy from our Mumbai Head Office. We request you to consider the same for this project which will enable us to perform the work efficiently and also submit an optimized proposal.

Response: The PMC/CMS personnel mandated in this EOI-RFP-Price Bid shall be posted full time at IITB campus. However, over and above this, the personnel from Head Office can contribute to the project as and when needed.

- 36 Ref. Clause: Part III Price Bid Chief Program Manager. Qualification: Graduate in Civil Engineering, with 20 years' experience in construction projects in the capacity of Chief Engineer or equivalent with exceptional track record. At least 5 years should have worked in PMC related works. Desirable to have Post Graduate degrees in construction/project management, MBA from reputed institutions, certification like PMP/RICS etc. and experience with Govt. Projects. Graduate in Mechanical or Electrical engineer can be considered if the candidate has exceptional track record suitable for the current assignment. It is highly desirable that regular employs of the bidder should take this position. **Queries:** We request you to delete the criteria of in the capacity of.

Response: The provision indicated in the EOI- RFP shall prevail

- 37 Ref. Clause: Part III Price Bid Senior Civil Engineer. Qualification: Graduate in Civil Engineering, with 15 years' experience in construction projects in the capacity of Project Engineer or equivalent, with experience in quantity surveying, knowledge of mode of measurements and contract conditions etc. Desirable to have experience in Primavera/MS Project and BIM, and experience with Govt. Projects. It is desirable that regular employs of the bidder should take this position **Queries:** We request you to delete the criteria of in the capacity of.

Response: The provision indicated in the EOI- RFP shall prevail

- 38 Ref. Clause: Senior MEP Engineer. Qualification: Graduate in Electrical or Mechanical Engineering, with 15 years' experience in construction projects including HVAC works in the capacity of Project Engineer or equivalent with experience in quantity surveying and tendering. It is desirable that regular employs of the bidder should take this position. **Queries:** We request you to delete the criteria of in the capacity of.

Response: The provision indicated in the EOI- RFP shall prevail

- 39 Ref. Clause: Middle Level MEP Engineer. Qualification: Graduate in Electrical Engineering, with 10 years' experience in construction projects, in the capacity of Site Engineer or equivalent with experience in quantity surveying and tendering. **Queries:** We request you to delete the criteria of in the capacity of.

Response: The provision indicated in the EOI- RFP shall prevail

- 40 Ref. Clause: Middle Level Civil Engineer. Qualification: Graduate in Civil Engineering, with 7 years' experience in construction projects in the capacity of Site Engineer or equivalent or 10 years' experience with Diploma qualification **Queries:** We request you to delete the criteria of in the capacity of.

Response: The provision indicated in the EOI- RFP shall prevail

- 41 Ref. Clause: Part III Price Bid Manpower deployment for CMS services Page 6/9 Desirable to have experience in BIM **Queries:** Request you to add the Clause below: Request you to delete the clause and propose fees based on man month rates. Non deployment of staff for PMC in such a case would lead to loss in revenue for PMC.

Response: The provision indicated in the EOI- RFP shall prevail

- 42 Ref. Clause: Part III Price Bid Manpower deployment for PMC and CMS services Page 2/9 In case the firm fails to deploy staff as per the table above, the penalty per month per staff will be imposed

as indicated in Table A and Table B. **Queries:** Request you to add the Clause below: Request you to delete the clause and propose fees based on man month rates. Non deployment of staff for PMC in such a case would lead to loss in revenue for PMC.

Response: The provision indicated in the EOI- RFP shall prevail

- 43 Ref. Clause: Additional Clause **Queries:** In case a change in Law during the course of the project has a commercial impact on the services provided by the Consultant, the fees shall be revised as per mutually agreeable terms.

Response: Not acceptable

- 44 Ref. Clause: Additional Clause **Queries:** We request to add the following clause : Mutual Waiver of Consequential Damages: Neither Party, including any current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees shall, at any time, be liable for any special, incidental, indirect, punitive, exemplary or consequential damages, including but not limited to loss of profits, loss of revenue, loss of opportunity, loss of production, loss of use, loss of capital, increased cost of operation, whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever. Please Confirm.

Response: Not acceptable

- 45 Ref. Clause: Attendance, working hours, Overtime, Leave, etc. Page 24/30 **Queries:** Consultant staff are entitled to twenty-eight (28) days' annual paid leaves excluding declared national & festival holidays, for which no replacement staff will be provided. There shall be no credit or deduction made to any invoice. However, all such leaves will be coordinated with the requirements of the project so that there is no disruption to the scope of services to be performed. Please confirm.

Response: Standard leave rules of the firm should be followed for the PMC personal posted in IIT. The leave rules of the firm should be communicated upfront. The PMC and CMS team should be posted during the period mandated in Table A and Table B respectively. In addition, the CMS team should be available at site whenever the construction takes place. If a person takes more than two weeks of leave continuously, then an alternate arrangement should be made with the prior approval of IIT.

- 46 Ref. Clause: Indemnity Additional Clause **Queries:** Please include the following clause, Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities and costs, including but not limited to reasonable attorney's fees, that the Client or its employees or officers may suffer as a result of the death or bodily injury of any person or loss of or damage to any tangible property (other than the Works) arising in connection with the Services under this Agreement, but only to the extent of the negligence of the Consultant or their employees, officers or agents, and excluding any injury, death, or property damage caused by the negligence of the Client, its contractors, employees, officers, or agents or any party not contracted directly to the Consultant. To the fullest extent permitted by law, Client shall release, indemnify, defend and hold harmless Consultant and its current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees from and against any and all claims, suits, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to the performance of the Services under this Agreement with respect to (1) damage to or loss of existing or new property or injury to or death of any person, to the extent not the result of the Consultant's sole negligence

and (2) any and all claims of the Architect or design professional, Consultants, Contractors and suppliers; and (3) any underground conditions and hazardous materials.

Response: Not acceptable

- 47 Ref. Clause: Additional Clause **Queries:** Request to add the following clause : Consultant and Client agree that although Consultant shall use reasonable efforts to perform its Services, the time of completion and/or the cost of construction are not guaranteed and Consultant cannot and shall not be liable for delay and/or cost variance whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever Please confirm

Response: Not acceptable

- 48a Ref. Clause: Additional Clause Limitation of Liability **Queries:** Please add the following clause, Neither Party, including any current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees shall, at any time, be liable for any special, incidental, indirect, punitive, exemplary or consequential damages, including but not limited to loss of profits, loss of revenue, loss of opportunity, loss of production, loss of use, loss of capital, increased cost of operation, whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever. Client acknowledges that Consultant has been engaged to assist Client in the orderly management of others performing works on the Project, including but not limited to the architect or design professional, consultants, contractors and suppliers. Client further acknowledges that Consultant has no contractual relationship with any other Project participant and that Consultant has no and shall assume no responsibility for the performance or lack of performance of any other Project participant. Client represents, warrants, covenants and agrees not to seek to redress against Consultant for any failure of any other Project participant to perform their respective obligations related to the Project and waives claims against Consultant based on claims submitted by any such other Project participant. Consultant and Client agree that although Consultant shall use reasonable efforts to perform its Services, the time of completion and/or the cost of construction are not guaranteed and Consultant cannot and shall not be liable for delay and/or cost variance whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever.

Response: Not acceptable

- 48b Ref. Clause: Additional Clause Limitation of Liability **Queries:** Client agrees and undertakes to include in all contracts for other consultants and Contractors, the following language for the benefit of Consultant: [Other consultant/Contractor] hereby acknowledges and agrees that Project Management Consultant's sole obligation in relation to the Project is to Client and that Project Management Consultant has no obligation or duty, whether contractual, statutory or at common law, to [Other consultant/Contractor]. To the fullest extent permitted by applicable law, [Other consultant/Contractor] hereby waives any and all actions and claims and covenants to bring no action or claim against Project Management Consultant, whether in contract, tort, negligence (whether active or passive), strict liability, statute or otherwise. To the fullest extent permitted by law, [Other consultant/Contractor] hereby agrees to release, indemnify, defend and hold harmless Project Management Consultant and its current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees from and against any and all claims, suits, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to this Contract with respect to damage to or

loss of property or injury or death of any person, including [Other consultant/Contractor's] personnel, except to the extent that such damage, loss or third party injury or death is due to the sole and exclusive negligence of Project Management Consultant. The foregoing indemnity and hold harmless shall apply to all such claims, suits, liabilities, damages, losses, costs and expenses except to the extent [Other consultant/Contractor] first proves such claims, suits, losses, costs or expenses are the direct and natural result of Project Management Consultant's gross negligence or wilful misconduct. Notwithstanding anything contained in this Agreement and/or any of its parts, portions, it is agreed between the Parties hereto that the aggregate cumulative liability of the Consultant under this Agreement, at any and all times, for any and all indemnities, liabilities, claims, direct damages, losses, costs or expenses, shall not individually or in aggregate exceed twenty percent (20%) of the Fees received by Consultant.

Response: Not acceptable

- 49 Ref. Clause: Additional Clause **Queries:** Please add the Clause below, Client and Consultant agree to adhere to the highest standards of ethical conduct and require that their employees, agents, consultants and representatives comply with the laws of India, including without limitation those pertaining to bribery, kickbacks and similar corrupt practices. Client acknowledges that Consultant is obliged to comply with the laws of the United States, including without limitation, the United States' Foreign Corrupt Practices Act, and the laws of India. Please Confirm.

Response: Only the applicable Indian Laws shall be complied with.

- 50 Ref. Clause: Contract Terms & Conditions. **Queries:** We shall mutually discuss and agree on all the major terms & conditions. Kindly confirm

Response: All terms and conditions are indicated in the EOI-RFP document

- 51 Ref. Clause: Part I: Expression of Interest (EOI) Pg 04 of 20 Bid Submission **Queries:** We request you to give us an extension for Bid submission up to 05th June 2024. Thank you. Yours sincerely,

Response: The bid submission date cannot be extended and remains 24.5.2024 at 3.00 PM

- 52 Ref. Clause: General **Queries:** It is requested to kindly confirm that a 100% wholly owned subsidiary can participate in the bid by using the credentials of parent company.

Response: No

- 53 Ref. Clause: Part I: Expression of Interest (EOI), Clause 1.2, 1.3 Infrastructure Works at IITB, page no 5 At present, IIT Bombay caters to about 12000 students with a total built-up area of 9.00 Lakh sq mtr. of building area. The Institute envisages a total student strength of 20000 in next five to ten years. To cater to this additional strength of students, infrastructure development like construction of Academic, Residential, Hostel buildings, and upgradation of external services are proposed to be taken up in a phased manner so as to have a total built-up area of about 19.00 Lakh sq. m. over a period of 10 years. Presently the scope of this EOI pertains to the development over next 5 years **Queries:** We understand that the project is going on in phases, with an additional built-up area of 10 lakh sq.m. For 8000 students. Please confirm the details for present construction phase of 5 years

Response: Refer page 6/20 of the Eoi for details of development planned for next 5 years

- 54 Ref. Clause: 1.3 Infrastructure Works at IITB, page no 6 The table below shows the requirement of major infrastructure projects at IIT Bombay. Some of these projects, but not all, will form the scope of this PMC. There can be projects, though not listed below, can form part of the PMC scope

which will be intimated in due course of time **Queries:** We understand that the Construction requirement will be same as other IIT infrastructure development. With this clause kindly provide scope clarity, towards this additional works and present status of these works.

Response: Refer page 6/20 of the EoI for details of development and present status of these works.

- 55 Ref. Clause: 1.2 Phased Development of Proposed Infrastructure works of IIT Bombay, Page no 22 The PMC service provider shall do active coordination with IIT Bombay and the Architectural firm in finalizing all drawings, bill of quantities, obtaining all the necessary statutory approvals for the commencement and completion of construction work and GRIHA certification. Obtaining all statutory approvals would be either in the scope of the Architectural firm or a Liaoning Architect appointed by IITB **Queries:** 1) We understand taking Statutory approvals or obtaining GRIHA certification are not part of scope of PMC 2) Kindly confirm the rating being targeted towards Green Building Norms – Griha Rating or IGBC – Gold / Platinum etc.

Response: Getting the approval/certification is the scope of the architect, however, co-ordination/follow-up with IITB, Architect, etc. is required from PMC. The rating shall be decided by Architect in consultation with IITB at appropriate time.

- 56 Ref. Clause: 1.3 Program Management Consultancy (PMC) Service, Page no 22 The PMC service provider shall do active coordination with IIT Bombay and the Architectural firm in finalizing all drawings, bill of quantities, obtaining all the necessary statutory approvals for the commencement and completion of construction work and GRIHA certification. Obtaining all statutory approvals would be either in the scope of the Architectural firm or a Liaoning Architect appointed by IITB **Queries:** We understand that Architectural firm will prepare the concept, master plan, all drawings, bill of quantities, take all necessary statutory approvals and GRIHA certificate to start and complete the construction work. PMC will do periodic (fortnightly, monthly) co-ordination between IIT Bombay and Architectural firm. PMC will not be involved in any kind of Design or drawing review of these documents prepared by consultant, kindly confirm. We understand that the Obtaining all statutory approvals would be either in the scope of the Architectural firm or a Liaoning Architect appointed by IITB. PMC do not have any role in this activity, kindly confirm.

Response: The scope of the PMC is clearly indicated in the EOI-RFP document. Refer pages 2/30 to 6/30. For obtaining statutory clearances PMC/CMS personnel shall co-ordinate on a daily basis and provide all technical support to Architect/Liaoning Architect. Obtaining the approval is the responsibility of Architect/Liaoning Architect.

- 57 Ref. Clause: A. Pre-construction PMC services, Page no. 23 Invitation of Tenders on behalf of IIT Bombay and processing the same till appointment of contractor **Queries:** Kindly brief about the procurement steps, IITB is looking for. Tendering process we understand would be followed as per Govt. Procurement process/CPWD process. Also, please confirm if any specific mode of tendering has been decided – EPC/Item rate. Need additional clarity on whether each building would undergo separate tendering for each package or composite tender would be considered for each building. We assume and envisage about 20 tenders would be required to be carried out under this Contract. Please confirm.

Response: Tendering process shall be as per GFR/CPWD procedure and mode of tendering will be decided on case-to-case basis. Composite tender would be considered for each building separately. However, if the detailed design and all approval are in place, multiple projects can be combined and tendered together.

58 Ref. Clause: 1.3 Program Management Consultancy (PMC) Service, Page no. 23 The PMC service provider should maintain the required Senior, Mid-management, and Junior staff at the site of work, the staff should not be transferred till the completion of work. IIT Bombay must be kept informed about the movement of staff. **Queries:** We propose that PMC's team handling Tendering activities will operate from their back offices from Mumbai / Pune. They will attend site / IITB office as per project requirements.

Response: The PMC/CMS personnel mandated in this EoI-RFP-Price Bid shall be posted full time at IITB campus. However, over and above this, the personnel from Head Office can contribute to the project as and when needed.

59 Ref. Clause: 1.4 Scope of the PMC Services, A. Pre-construction PMC services, Page no 23 Administration of architectural consultancy agreement on behalf of IIT Bombay **Queries:** We consider that IITB will appoint Architects, Make agreement with them. PMC to administer this agreement on behalf of IITB. Kindly confirm.

Response: Invitation of EOI/RFP for Architectural consultancy for appointing of Architects is also in the scope of PMC. Refer PAGE 3/30. Formal appointment will be done by IIT.

60 Ref. Clause: 1.4 Scope of the PMC Services, A. Pre-construction PMC services, Page no 24 Preparation and issue of notice for empanelment of the contractors **Queries:** Detailed Pre – qualification process for empanelment of the contractors is not envisaged, kindly clarify.

Response: Prequalification of contracting agencies is envisaged for certain projects.

61 Ref. Clause: A. Pre-construction PMC services, Page no. 24 Coordination for Preparation of BOQ, finalization of BOQ and Tender Document for execution of construction work. **Queries:** We consider that finalization of BOQ and tender documents involves reviewing these documents towards overall completeness and shall not involve in any Design review or detailed review related to quantities and any PEER Review/ Proof checking. Please clarify.

Response: Though the design liability including proof checking lies with the respective architect and their design consultant, the value engineering/reviewing of the design including DBR's, drawings, specifications, BoQ, etc. is under the scope of the PMC.

62 Ref. Clause: 1.3 Program Management Consultancy (PMC) Service, Page no. 24 To get all the Design Basis Reports (DBRs) prepared by Architectural firm for the approval of IIT Bombay **Queries:** We understand that PMC will co-ordinate for DBRs. Review of DBRs is not envisaged. Kindly confirm.

Response: Review of DBR is required from PMC

63 Ref. Clause: 1.3 Program Management Consultancy (PMC) Service, Page no. 24 To get the conceptual drawings prepared by Architectural firm, subsequent approval of structure and the drawings by IIT Bombay. Obtain from the architect the Design Basis Reports <https://ams.iitb.ac.in/d/143571-8SJPKS9XC0FX0QOX> IITB PMC 2024. Part II - RFP 5 / 30 (DBRs) for each of the internal and external services of the Campus, such as transport (road networks, road widths, crossing of services, etc.), storm water drainage and management, rainwater harvesting, water supply pipelines (sweet water, and recycled water for flushing, air conditioning and horticulture), plumbing, solid and liquid waste management, firefighting system, fire alarm, lifts, electrical power (street lights, electric substations, DG sets, solar power generation, electrification, etc.), HVAC, service corridors, landscaping and horticulture, signage, acoustics, audio-visuals, data and communications (LAN, CCTV, telephone, Wi-Fi, BIMS, etc.), gas pipelines, sewage treatment plant, water treatment plant, and other services, which utilize the land

optimally and provide the utilities of the Institute so that the desired level of ambience has to be created in a most professional and cost effective manner. All the above scope will be with Architect Firm; The PMC service provider must coordinate effectively for smooth progressing of the project. Coordination with architect and IITB for site survey/investigation work on approval from IITB. **Queries:** We understand that PMC will coordinate for drawings and documents. Review of drawings and documents are not envisaged. Kindly confirm

Response: Review of drawings and documents is required from PMC

- 64 Ref. Clause: 1.4 Scope of the PMC Services, Page no 23, 24, 25 & 26 A. Pre-construction PMC services, B. Construction Management and Supervision (CMS) during construction, Post Construction PMC services

Response: Nil

- 65 Ref. Clause: Page No 56 & 57 Manpower deployment for PMC services **Queries:** Kindly clarify between deployment tables – Table A and B.

Response: Manpower deployment shall be as per Table A and B of the Bid document.

- 66 Ref. Clause: Clause No 2.3, Page no 7/20 A. Experience in Project Management Services The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for educational institutes/universities/ commercial complexes/ residential complexes/ townships during the last 7 years ending previous day of last date of submission, with at least: (a) One assignment with a project construction completion cost of Rs. 300 crores, or (b) Two assignments with a project construction completion cost of Rs. 200 crores; or (c) Three assignments with a project construction completion cost of Rs. 100 crores. The experience shall be supported with performance certificate of each completed work issued by the employer or his authorized representative. **Queries:** Clause can be modified as follows - The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for educational institutes/ universities/ commercial complexes/ IT Campus/ residential complexes/ townships during the last 7 years ending previous day of last date of submission, with at least: (a) One assignment with a project construction completion cost of Rs. 500 crores, or (b) Two assignments with a project construction completion cost of Rs. 300 crores each; or (c) Three assignments with a project construction completion cost of Rs. 200 crores each.

Response: The provision indicated in the EOI- RFP shall prevail

- 67 Ref. Clause: Clause No 2.3, Page no 7/20 B. Experience with Government. The firms should have satisfactorily completed at least one assignment (either from above or separately) of minimum quantum of work with project cost of Rs 100 Crore, for Central/State Government, PSU, an autonomous body of Central/State Government **Queries:** Clause can be modified as The firms should have satisfactorily completed at least one assignment (either from above or separately) of minimum quantum of work with project cost of Rs 200 Crore, for Central/State Government, PSU, an autonomous body of Central/State Government.

Response: The provision indicated in the EOI- RFP shall prevail

- 68 Ref. Clause: Clause No 2.3, Page no 7/20 C. Average Annual Turnover: The average consultancy fee received by the firm shall not be less than Rs 2.50 Crores in the last 3 financial years ending on 31-3-2023 **Queries:** Clause can be modified as The average consultancy fee received by the firm shall not be less than Rs 50 Crores in the last 3 financial years ending on 31-3-2023.

Response: The provision indicated in the EOI- RFP shall prevail

- 69 Ref. Clause: Page no 16/20 Annexure 1.7 \*Indicate persons served/ retired from central/ state government services. **Queries:** Requesting you to remove this clause.

Response: The provision indicated in the EOI- RFP shall prevail

- 70 Ref. Clause: Clause No. 2.6 Page no 7/30 Details of the Evaluation Criteria: The duly constituted Expert Evaluation Committee shall evaluate the proposal of each based on parameters mentioned under Part A, B and C. The firm shall submit detailed technical proposal covering separately each of the 18 parameters mentioned in this table. In addition, all the Firms meeting the eligibility criteria will be invited to make a presentation for evaluation purpose. **Queries:** We understand the presentation will be based on the evaluation criteria. Do we need to submit the presentation in 2nd envelope? Kindly confirm.

Response: Yes, a signed and sealed hardcopy of the presentation should be submitted in the 2nd envelope.

- 71 Ref. Clause: RFP General **Queries:** We understand Technical and Financial submission is offline hard copy submission. Kindly confirm.

Response: Yes

- 72 Ref. Clause: Page no 2/9 clause 1.8 Balance amount (75%) will be paid for the CMS services based on the actual quantum of work executed for each building project based on the running account bills of both Architect and contractor during the tenure for which PMC is appointed. **Queries:** Clause can be modified as follows - Balance amount 50% of price bid value shall be paid in equal monthly instalments for the CMS services and remaining 25% shall be paid for the CMS services based on the actual quantum of work executed for each building project based on the running account bills of both Architect and contractor during the tenure for which PMC is appointed.

Response: The provision indicated in the EOI- RFP shall prevail

- 73 Ref. Clause: RFP General **Queries:** Request you to extend the bid submission date by 15 days from current due date or receipt of pre-bid queries, whichever is later.

Response: Bid submission date is 24.5.2024 at 3.00 PM

- 74 Ref. Clause: EMD EMD – 20,00,000 **Queries:** A. Format given on page 13/30 of Part II-RFP under Annexure II.2 is regarding Performance Bank Guarantee. Thus, kindly share Bank Guarantee format for EMD. B. Also request you to confirm whether Bank Guarantee shall be acceptable from HSBC Bank also, which is a Foreign Scheduled bank approved by RBI. Kindly confirm.

Response: A. Format for Bank Guarantee for EMD is attached. B. Bank Guarantee from any Scheduled bank is acceptable.

- 75 Ref. Clause: Tender fee Tender fee - 0 **Queries:** We understand that Tender Fee is NIL.

Response: Yes

- 76 Ref. Clause: Tender Details on CPP Tender Value: 16,25,00,000 **Queries:** A. Kindly confirm whether given tender value is Including GST or Excluding GST. B. Request you to confirm whether given Tender Value of INR 16,25,00,000 is for the entire project duration of 60 months for the construction cost of INR 650 Cr.

Response: A. Tender value indicated is excluding GST B. The tender value is estimated based on notional rate of 2.5% of 650Cr. The project duration of 60 months as already stated in the EoI/RFP/Price Bid document.

- 77 Ref. Clause: Part 1 - EOI Pg. 5-6, pt. 1.3 Infrastructure works at IIT B **Queries:** A. We understand that scope of work under subject tender involves Program Management Consultancy (PMC) for partially completed projects as well. In such case it is understood that the responsibility for such partially completed work does not lie with the bidder/PMC. Kindly confirm. B. Kindly confirm number of floors for below envisaged construction work: Name of the project Number of Floors Academic Block – 3&4, Hostel for 1000 students, Hostel for 500 Students, 78 Flats of Type II B, 78 Flats of Type B (B 26), 78 Flats of Type B (B 27), Efficiency Apartments? Development centre? Semi-Con Building.

Response: A. There are no partially completed work except for few works where Architect is appointed/BOQ is in progress. The responsibility still lies with PMC. B. Number of floors shall be restricted as per statutory requirement.

- 78 Ref. Clause: Part 1 - EOI Pg. 7, pt. A AND Pg. 13, Annexure I.5 The experience shall be supported with performance certificate of each completed work issued by the employer or his authorized representative. AND Annexure I.5 : Performance Report of Works referred to in Forms B & C (Form D) **Queries:** We would like to apprise that all State Government & Central Government department issues Project Experience Performance Certificate in their own typical standard formats. Thus, obtaining Past Performance Certificate in Annexure I.5 format is difficult. Therefore, we request Client to kindly permit bidders to submit Experience Performance Certificates as per available formats only.

Response: Project experience certificate from Government depart can be accepted if information sought though the prescribed format is available and subjected to verification.

- 79 Ref. Clause: Part 1 - EOI Pg. 7, pt. 2.3 The firms should have satisfactorily completed the projects in India with Project/Program Management Services consultancy for construction management and supervision for educational institutes/ universities/ commercial complexes/ residential complexes/ townships during the last 7 years ending previous day of last date of submission, with at least: (a) One assignment with a project construction completion cost of Rs. 300 crores, or (b) Two assignments with a project construction completion cost of Rs. 200 crores; or (c) Three assignments with a project construction completion cost of Rs. 100 crores. **Queries:** 1. We request Client to kindly consider 01 project of 200 Cr , 2 projects of 100 cr and 3 projects of 50 cr. 2. We request you to kindly consider Construction Supervision services shall be considered as eligible projects. Kindly confirm.

Response: The provision indicated in the EOI- RFP shall prevail

- 80 Ref. Clause: Part 1- EOI Pg. 8, pt. 3.3 Pt. 3.3 - Mode of Submission Complete Application (Envelope 4) **Queries:** A. Kindly confirm whether bidder shall submit their bid in physical form/Hard copy as well. B. Kindly confirm whether Price Bid – Envelope 3 shall be submitted in Physical Form as well.

Response: Mode of submission is clearly indicated in EOI-RFP document. All submissions are in hard copy.

- 81 Ref. Clause: Part 2-RFP Pg. 19, pt. 7.1 PM CSP shall submit within 07 days of award of work to the construction agency, the selection, the credentials/bio data of the proposed Project Manager, Senior Engineers, Safety Officer conforming their qualifications, experience and working knowledge with Government Depts. for scrutiny and interview with IITB and shall be approved by

IITB for deployment for PM CSP work prior to issue of Acceptance/Work order and bio data/CV in line with the IITB requirement for other personnel's also to be submitted for approval failing which their bid shall be liable for cancellation. **Queries:** We understand that Bidder shall submit a generic detail of all Technical Staff available with the firm under 'Annexure I.6- Organizational Structure (Form E)' & 'Annexure I.7 - Details of Technical Staff (Form F)'. However, Bio Data/credentials of proposed Technical Staff for deployment at Project site shall be submitted to IIT B for their scrutiny & interview post Award of Work. And submission of CVs are not required at tender submission stage. Kindly confirm.

Response: Submission of PMC team, including the CVs of the key personal as per Table A should be submitted as part of the bid. However, the CMS team as per Table B is posted post award of the work.

- 82 Ref. Clause: General Signature **Queries:** We request Client to kindly allow bidders to submit CVs of the Experts with their scan signatures, as the experts are based at their Project Sites. And successful bidder shall submit originally signed CVs at the time of signing the contract agreement. Kindly accept.

Response: Accepted. IITB reserves right to verify the information provided.

- 83 Ref. Clause: Part 2-RFP Pg. 2, pt. 1.3.2 The PMC service provider will be totally responsible for the site supervision, quality assurance & control, safety, and total documentation of all records of testing of materials as per the latest BIS standards **Queries:** We understand that Material Testing laboratory will be established by Contractor & PMC will only witness & review the test reports. Further, PMC will not set up any material testing laboratory. Kindly confirm.

Response: Yes

- 84 Ref. Clause: Part 2-RFP Pg. 2, pt. 1.3.5 The PMC service provider shall do active coordination with IIT Bombay and the Architectural firm in finalizing all drawings, bill of quantities, obtaining all the necessary statutory approvals for the commencement and completion of construction work and GRIHA certification. Obtaining all statutory approvals would be either in the scope of the Architectural firm or a Liaoning Architect appointed by IITB **Queries:** We understand that only Architectural firm will be responsible for finalizing all detailed drawings, bill of quantities, good for construction drawings, obtaining all the necessary statutory approvals for the commencement and completion of construction work and GRIHA certification & PMC will only co-ordinate with Architectural Firm. Kindly confirm.

Response: Detailed review of quantities, drawings, GFC and value addition of design is required from PMC. Technical support and Coordination with Architect for statutory approvals for commencement and completion and GRIHA are the responsibility of PMC/CMS

- 85 Ref. Clause: Part 2-RFP Pg. 3, pt. A.1 Establish office set up at IITB Campus in the basic office space provided by IITB **Queries:** We understand that IITB shall provide requisite office space to PMC, free of cost. Kindly confirm.

Response: Yes

- 86 Ref. Clause: Part 2-RFP Pg. 5, pt. 1.5.2 To interact with the users/stakeholders and prepare Request for Proposal (RFP) document for selection of comprehensive architectural consultant for any facility as released by IITB for planning and execution. **Queries:** Kindly confirm whether Architectural firm needs to be appointed by PMC or it is already on board with IITB.

Response: Yes in coordination with IITB. For few works already Architect is on board

87 Ref. Clause: Part 2- RFP Pg. 5, pt. 1.5.6 In this the scope of PMC is the coordination agency amongst all stake holders to achieve timely procurement of statutory clearances. To get the drawings and proposals submitted from the concerned architects to statutory authorities for getting the approval for commencement of construction through appointed Architectural firm. Obtain all applicable statutory clearances from the respective statutory authorities, including MCGM(Municipal Corporation of Greater Mumbai), Local Government Bodies, Fire Officer, Airport Authority of India (AAI), MoEF, as applicable for all buildings, facilities, services through the liaison architects of IITB obtaining all statutory approvals would be either in the scope of Architectural firm or a liaison Architect appointed by IITB. **Queries:** We understand that all obtaining all said requisite approvals will be in the scope of Architectural firm and PMC will liaison with Architectural firm & will not be responsible for obtaining any said approval. Kindly confirm.

Response: Technical support and coordination with IITB/Architect is required from PMC for obtaining all statutory clearances.

88 Ref. Clause: Part 2-RFP Pg. 20, pt. 12.1.a AND Part 3-Price Bid Pg. 2, pt. 14 a. If the PMCSF fail to remedy a failure in the performance of their obligations and deployment of technical personnel as stipulated under the Contract within thirty (30) days of receipt after being notified or within such further period as IITB may have subsequently approved in writing. This action is without prejudice to other penal provisions in the agreement. AND 14. In case the firm fails to deploy staff as per the table above, the penalty per month per staff will be imposed as indicated in Table A and Table B. **Queries:** We request Client to kindly confirm the maximum penalty applicable on PMC under any situation. However, in general maximum penalty applicable on PMC is maximum 5% of the Contract value. Kindly confirm.

Response: The provision indicated in the EOI- RFP shall prevail

89 Ref. Clause: Part II-RFP Pg. 19, pt. 8.1 Commencement of Services 8.1 This Contract shall come into effect from the 15th day of the issue of work order. The PMCSF shall begin carrying out the Services immediately on issue of letter of acceptance of the agency for construction work to the concerned firm. **Queries:** We request Client to kindly allow a suitable time gap of upto 30 days for commencement of services.

Response: The provision indicated in the EOI- RFP shall prevail

90 Ref. Clause: Part II-RFP Pg. 24, pt. 30 Dispute Settlement: Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement by arbitration in accordance with the following provisions: Any dispute or difference at any time arising between IITB and the PMCSF as to the construction, meaning or effect of the PMCSF Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Chairman, Board Of Governors, Indian Institute of Technology Bombay who will decide the case in accordance with and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or re-enactment thereto or thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai. **Queries:** 1. For Arbitration purpose, we request Client to kindly allow appointment of Sole & independent Arbitrator by both the parties mutually as per below: Each party to appoint their 1 Arbitration each and these appointed arbitration shall appoint the 3rd sole arbitrator mutually. Kindly accept. 2. We request Client to allow provision to bear the Arbitration related expenses by both the parties equally.

Response: The provision indicated in the EOI- RFP shall prevail

91 Ref. Clause: Part III-Price Bid Pg. 2, pt. 10 & 11 10. If the project time extends beyond by up to 20%, there is no additional fee for CMS. 11. For some unforeseen reason, if the construction period extends beyond 20% percent of the stipulated period, the CMS service will remain valid with altered manpower at mutually agreed terms and conditions for that particular package **Queries:** We understand that if the Project time extends until 72 months, no additional fee shall be paid to PMC. However, we request if the project time extends beyond 20%, please allow PMC to provide altered manpower & accordingly additional payment to paid for altered manpower on man-month basis till the completion of work. Kindly consider.

Response: The provision indicated in the EOI- RFP shall prevail

92 Ref. Clause: Part III-Price Bid Pg. 5, Price Bid Note: The Quoted bid price for the PMC Service for 60 months =  $650 * X / 100$ . GST as per applicable rate will be added to the quoted bid price which will be the Total Value of the consultancy service. **Queries:** We understand that rate quoted in Price Bid shall be excluding GST. Kindly confirm.

Response: Yes

93 Ref. Clause: Part III-Price Bid Pg. 5, Pt. 3.3 Additional Requirements for the Winning Firm IITB reserves the right to negotiate the price with the winning agency. An agreement will be signed between IIT Bombay and the Firm winning the Competition, before the work order is issued. **Queries:** As per Pt. 2.4 at pg. 7 of Part II, Winner shall be identified based on Qualitycum- Cost Basis, the weightages for technical and financial quote will be 80:20. And total score is calculated by weighing the Technical and Financial Scores and adding them as per formula & instructions given under Cl. 4 – Evaluation of Proposal in Part II. Thus, we understand that Price cannot be negotiated. Kindly consider.

Response: Price negotiation will be considered if necessary.

94 Ref. Clause: General BIM scope of work for PMC **Queries:** 1. Kindly confirm the detailed BIM scope of work for PMC. 2. We understand that Architectural Firm or Contractor will provide requisite number of BIM software license to PMC. Kindly confirm.

Response: 1. BIM scope includes the review of all the BIM models submitted by the design consultant including architectural and MEP models. 2. If IIT insist of any software to be used, IIT will make provision for such software. However, the bidding agency can offer software as part of the bid if such software are essential for the functioning of the of the PMC and such should be part of the bid.

95 Ref. Clause: Part II-RFP Pg.20, Pt. 12.1.d Definition of Force Majeure **Queries:** 1) We request Client to include below conditions in the Force Majeure definition: Pandemic, epidemics, any other catastrophic unforeseeable, circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation 2) We further request Client to kindly include a mandatory notice period of 30 days before termination of contract under said clause. Kindly consider. 3) We also request Client to allow PMC to have the right to terminate the Contract under Force Majeure clause. Kindly consider.

Response: The provision indicated in the EOI- RFP shall prevail

96 Ref. Clause: General Mobilization Advance **Queries:** Kindly consider allowing interest free Mobilization advance of 5% of Contract Value on furnishing of Bank Guarantee

Response: Mobilisation advance is not permitted

97 Ref. Clause: Page 7 of EOI Document, Point # 2.4. Earnest Money Deposit **Queries:** It is mentioned The submissions by the Firms invited as per this RFP should be accompanied by an Earnest Money of Rs. 20 Lakhs (Rupees Twenty Lakh only), in form of a Demand Draft of any scheduled bank or a bank guarantee drawn in favor of, The Registrar, Indian Institute of Technology Bombay payable at Mumbai 400076. The submissions received shall not be considered if their Earnest Money Deposit is not found to be in order. There shall be no exemption from payment of Earnest Money on any account. As per the office order issued by the Ministry of Micro, Small and Medium Enterprises (MSME) dated 23 March, 2012, Micro and Small Enterprises shall be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of earnest money. In this regards, you are requested to exempt the payment of EMD to the firms registered with MSME.

Response: The provision indicated in the EOI- RFP shall prevail

98 Ref. Clause: Page 7 of EOI Document, Point # 2.3, Average annual turnover **Queries:** It is mentioned As per ITCC (Income Tax Clearance Certificate) or Profit and Loss Statements (duly certified by CA), the following shall be met by the firms: a. The average consultancy fee received by the firm shall not be less than Rs 2.50 Crores in the last 3 financial years ending on 31-3-2023, and b. The firm should not have incurred any loss in more than 2 years during last 5 financial years ending on 31-3-2023. Looking at the value of the project the amount of average annual turnover asked is at a very lower side. In order to select a quality consultant we request you to increase the turnover criteria to at least Rs. 10.00 Crores.

Response: The provision indicated in the EOI- RFP shall prevail

99 Ref. Clause: Part 1-EOOI No. 2.4 The submissions by the Firms invited as per this RFP should be accompanied by an Earnest Money of Rs. 20 Lakhs (Rupees Twenty Lakh only), in form of a Demand Draft of any scheduled bank or a bank guarantee drawn in favour of, The Registrar, Indian Institute of Technology Bombay payable at Mumbai 400076. The submissions received shall not be considered if their Earnest Money Deposit is not found to be in order. There shall be no exemption from payment of Earnest Money on any account. **Queries:** Being a GOI establishment please waive off the EMD

Response: The provision indicated in the EOI- RFP shall prevail

100 Ref. Clause: PART II-RFP 1.4-A.12 A. Preconstruction PMC services Invitation of Tenders on behalf of IIT Bombay and processing the same till appointment of contractor. **Queries:** Shall be advertisement cost to be reimbursed

Response: Yes, with prior approval

101 Ref. Clause: Part II-RFP No. 1.5-2 Board based functions of the Program Management Consultant (PMC) After approval of RFP document by IIT Bombay, float the RFP document amongst empanelled Architectural firms/open tender. **Queries:** Shall be advertisement cost to be reimbursed

Response: Yes, with prior approval

102 Ref. Clause: Part III- Price Bid No.2-Table A Note (a) The penalty for non-deployment in Lakhs per month of non-compliance. (b)The firm should ensure that the personnel are available when the work happens outside normal working hours. **Queries:** Shall the penalty be reduced to 50% of the specified amount as in table A.

Response: The provision indicated in the EOI- RFP shall prevail

103 Ref. Clause: PART III-Price bid No.3-Table B Manpower development for CMS Services The penalty for non-deployment in Lakhs per month of non-compliance. **Queries:** Shall the penalty be reduced to 50% of the specified amount as in table B

Response: The provision indicated in the EOI- RFP shall prevail.

**Note:** The BG format is given in the following pages.

**Form of Earnest Money Deposit -Bank Guarantee Bond (On non-judicial stamp paper of minimum Rs. 100)**

1. Whereas the Dean (IPS), Indian Institute of Technology Bombay (herein after called the Dean (IPS)) on behalf of Indian Institute of Technology Bombay ( herein after called the IITB) has invited bids under (NIT number)..... Dated ..... for ..... (name of work) ..... IITB has further agreed to accept irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) valid up to ..... (date)\*... as Earnest Money Deposit from ..... (name and address of contractor) (hereinafter called “the Contractor”) for compliance of his obligations in accordance with the terms and conditions of the said NIT.
2. We, ..... (indicate the name of the bank) (herein after referred to as “the Bank”), hereby undertake to pay to the IITB an amount not exceeding Rs. .... (Rupees..... only) on demand by the IITB within 10 days of the demand.
3. We, .....(indicate the name of the Bank)....., do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the IITB stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. 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).
4. We, ..... (indicate the name of the Bank), further undertake to pay the IITB any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, ..... (indicate the name of the Bank), further agree that the IITB shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the IITB against the said Contractor 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 Contractor or for any forbearance, act of omission on the part of the IITB or any indulgence by the IITB to the said Contractor 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.
6. We, ..... (indicate the name of the Bank) , further agree that the IITB at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the IITB may have in relation to the Contractor’s liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

8. We, ..... (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the IITB in writing.
9. This Bank Guarantee shall be valid up to ..... unless extended on demand by the 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 the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date .....

Witnesses:

- |    |                  |                      |
|----|------------------|----------------------|
| 1. | Signature.....   | Authorized signatory |
|    | Name and address | Name                 |
|    |                  | Designation          |
|    |                  | Staf Code no.        |
| 2. | Signature .....  | Bank seal            |
|    | Name and address |                      |

\*Date to be worked out on the basis of validity period of **180 days** from the date of submission of the tender.