

**INDIAN INSTITUTE OF TECHNOLOGY BOMBAY**  
**ESTATE OFFICE**

EO/A/ACAD/WKS-234/25-26

**Part 2: Consultancy Contract Document, Technical Bid & Financial Bid**

**(To be submitted in Envelop No. 2)**

**Time, Date & Place of opening of financial bid will be intimated only to those who qualify in Part 1**

**Name of Work:** Program Management Consultancy for ‘Comprehensive interior upgradation and refurbishment of auditorium, seminar rooms, conference room, atrium and VIP lounge including civil furniture, PHE, MEP, HVAC and LMS works of Victor Menezes convention centre at IIT Bombay’.

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Signature of Authorized Signatory with Date & Seal

## Draft Consultancy Agreement

(On Rs. 100 Stamp Paper)

This Consultancy Agreement (hereinafter called the "CA") is made the .....<sup>th</sup> day of the month of ....., Year Two Thousand ..... between, on the one hand, Director, Indian Institute of Technology Bombay (IITB) acting through his duly authorized representative, Superintending Engineer, Indian Institute of Technology Bombay, and, on the other hand, M/s. .... hereinafter called the "Consultant" which expression shall, unless repugnant to the context, be deemed to include its successors and assigns).

### WHEREAS

- a. IITB has requested the Consultant to provide certain consulting services (hereinafter called the "Services") as defined in the Conditions of Consultancy Contract (CCC) attached to this Document.
- b. Consultant, having represented to the IITB that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Agreement.

Now Therefore the Parties hereto agree as follows:

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

- a. Offer letter from M/s .....
- b. Letter of Acceptance from IIT Bombay Dated .....
- c. Part 1- Eligibility Criteria
- d. Part 2: Consultancy Contract Document, Technical Bid & Financial Bid
  - Conditions of Consultancy Contract (hereinafter called "CCC"), including the following Appendices: Section I

**Appendix A:** Description of the Services and Deliverables by the Consultant.

**Appendix B:** Key personnel of consultants.

**Appendix C:** Obligations the IITB.

**Appendix D:** Documents to be maintained at the site office for Inspection.

**Appendix E:** Performa for Performance Guarantee.

- Financial Condition- Section II

II-A. Financial Bid

II-B. Milestone for Payment of Consultancy Charges

II-C. Effecting payment to the architect

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II-D. Reimbursable expenses

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

- a. The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - b. 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 on this day ..... of ..... of the year 20..... .

Superintending Engineer, IIT Bombay

FOR & ON BEHALF OF

INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

In presence of

Witness:

FOR & ON BEHALF OF

[Name of Consultant]

\_\_\_\_\_  
\_\_\_\_\_

(Authorized Signatory)

In presence of

Witness:

1.

2.

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## Section I

### General Conditions of Consultancy Contract

#### 1. General Provision

##### 1.1. Performance Guarantee

- 1.1.1. In the event of any Consultant getting selected for the Consultancy work, the Consultant will have to pay the Performance Guarantee (PG) @ 5% (Five percent) of the bid value of the consultancy. The consultant shall submit an irrevocable Performance Guarantee of 5% (Five percent) within 15 (fifteen) days from the date of issue of letter of acceptance. The period for submission can be extended by IITB up to a maximum period as (7) (seven) days on written request of the consultant stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Superintending Engineer Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any Scheduled Bank / Banker's Cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. (Appendix 'E') In case a fixed deposit receipt of any Bank is furnished by the consultant to IITB as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the IITB to make good the deficit.
- 1.1.2. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the consultant shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the consultant, without any interest.
- 1.1.3. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the IITB is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- a. Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full-amount of the Performance Guarantee.
  - b. Failure by the consultant to pay IITB any amount due, either as agreed by the consultant or determined under any of the Clauses/Conditions of the agreement, within 30 days of the services of notice to this effect by Engineer-in-Charge.
- 1.1.4. In the event of the contract being determined or rescinded on account of default on the part of consultant under provision of any of the Clause/Conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the IITB.
- 1.1.5. The Consultant throughout the contract period shall perform with due diligence and proper application of mind and good faith all the activities covered under the scope of assignment. Upon determination of any failures/lapses attributable to the Consultant in this regard **such as non-deployment of technical staff, delay of completion** or causes financial or any other damage in the interest of IITB, by breach of any of the terms of consultancy contract. IITB shall after issue of 10 days' notice shall encash partly or fully, at its own discretion, the Performance guarantee. Upon the action of IITB the Consultant shall completely or partly forfeit the performance guarantee amount at the sole discretion of Director IITB whose decision shall be final and binding, and the same shall be absolutely at the disposal of IITB.

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## **1.2. Relation between the Parties**

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

## **1.3. Scope of Work & Description of the Services to be rendered**

Comprehensive interior upgradation and refurbishment of auditorium, seminar rooms, conference room, atrium and VIP lounge including civil furniture, PHE, MEP, HVAC and LMS works of Victor Menezes convention centre at IIT Bombay Powai, Mumbai – 400076.

Apart from the above it will be the duty of the consultant to regularly check the measurement of the works submitted by the contractor, as per the frequency as spelt out in the construction contract, carrying out correction in the same & determining the part rates wherever necessary & getting the bills (RA/ Final) of the contractor prepared based CPWD format, checking the same & putting up to Superintending Engineer with recommendation for payment.

Role of the Consultants as already enumerated in Part 1 of this RFP is reproduced below:

The role of the successful consultant/ firm is to provide a complete Construction Management and Supervision Services for construction required for project from the commencement to completion stage of construction and handing over the facility to IITB, broadly enumerated as below, but not limited to the following:

- a. Construction supervision work
- b. Quality Assurance & Control
- c. Cost monitoring
- d. Construction material
- e. Labour machinery and equipment requirement
- f. Monitoring progress
- g. Progress report: records
- h. Other statutory documents/records as desired by CVC for its inspection at site shall be maintained at site by consultant and made available to client at the end of project.
- i. Coordination of site visit of architect/ designer/ consultants.
- j. Checking of Contractors Bills, Measurement of work: Certification of contractor's measurement.
- k. CPM scheduling.

### **Description of Services:**

1. Consultants shall call for meeting with Architect, contractor and client to monitor progress and to discuss difficulties and solutions. Consultants shall draw minutes of the meeting and monitor defect correction and decisions taken during the meeting for remedial action. Regular progress Review meetings shall be conducted at weekly/fortnightly intervals.
2. Consultants shall be required during construction phase to provide the supervision and sufficient technical assistance.
3. Consultants will act as technical representative of the IIT (B).

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4. The Consultants shall exercise powers and authority as well as perform duly, all the duties, liabilities, functions and obligations as (i) 'The Engineer' (ii) 'The Engineer's Representative' as defined in the Agreement between the IIT Bombay and the Contractor for the work.
5. The Consultants shall be required, during the construction phase to provide the field supervision and sufficient technical assistance (staff) for check on quality control of the work at site. Competent technical staff required to be deployed by the Consultants at all levels shall be got approved before commencement of work. The Consultants shall furnish bio-data of each Engineer proposed to be deployed at site. For this purpose, the Consultants shall have to post at the site of work and provide the agreed necessary and adequate technical staff for supervision and exercising adequate and constant day-to-day technical supervision over the construction including giving layout, its checking, checking requirements of materials and their procurement in time, confirming to approved specifications and accepted standards. Submission of weekly or fortnightly progress report as per the directions of the IIT Bombay, submitting recommendations of extra items including maintaining necessary site records containing data in support of the same, carrying out field test, on materials, structures, etc., and maintaining, adequate records thereof and certifying the bills for payment to the Contractors, including recommendations of extension applications, extra items, variation statements, quality control check for final bills, etc., on the forms prescribed or approved by the IIT Bombay.
6. Ensure proper establishment of field laboratories by the Contractors to conduct laboratory tests on materials for construction such as cement, steel, bricks, etc. Essential gauges, instruments etc., should be got calibrated periodically. The Consultants shall maintain necessary site records and obtain data in support of the same. He shall arrange to have field and laboratory tests carried out on materials of constructions as well as partially or completely erected structures etc., and maintain adequate records thereof. Suggesting modifications, if any, due to site conditions and advising regarding cost variations, on account of extra items and excesses. List of Mandatory Testing of Materials -Consultant shall ensure that those of all contractors, subcontractors and suppliers employed on the Project comply in full with these objectives and priorities and as specified in the specifications. Report of test results to be submitted fulfilling the requirements.
7. Ensure close co-ordination with Architects and other concerned professionals appointed directly by the IIT Bombay regarding modifications in designs, if any, as also for regular and timely flow of working drawings/instructions.
8. Development of CPM baseline schedule.
9. The Consultants shall record & ensure that all observations made during the periodic visits by the Architects/Engineers about the quality of the work are attended to by the Contractors.
10. The payment shall be made by the IIT Bombay on the basis of certificates issued by the Construction Supervision Consultant.
11. Monitoring progress by using appropriate methods of control such as Computerized PERT/BARCHARTS/CPM schedule etc., submission of progress reports of work executed monthly/weekly. Both financial and physical progress reports with reference to pre-fixed targets will be prepared. Constant review of progress within present time and cost parameters will have to be done. The Consultants will have to suggest improvements from time to time and it will submit monthly progress report during the work.
12. Complete administration and management of contract till handing over to IITB and payment of final dues to the Contractors.
13. Obtaining from Architect two sets of 'As-built' drawings for the work and the services on reproducible paper and certifying the same.

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14. Obtaining from the Architect 'Maintenance Manual' for the buildings and all the services pertaining to the project.
15. Verification of work on completion and issue of completion and issue of completion certificate: The Consultants will prepare this certificate and furnish the same to the IIT Bombay through Architect.
16. Verification by taking and recording joint measurements of the final bill to be submitted by the contractors, preparation and finalization of final bills as per the terms and conditions of Contract agreement for release of final payments by IIT Bombay.
17. Reporting the Qty of variations in the items likely well in advance.
18. Obtaining approval for extra, substituted and extra items before execution/payment and finalizing as per contract provisions.
19. Advising the IIT Bombay with regard to extra claims/disputes, if any and work in hand with the legal department of IIT Bombay/Legal Consultant/Advisor till the expiry of the Defects Liability period.
20. Rendering generally as consultant, all technical services as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Consultants by the IIT Bombay.
21. The Consultants shall collect and deliver to the IIT Bombay any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
22. To work as conciliator in the event of any disputes arising between the parties before the matter goes to legal forum.
23. The consultant shall be liable to client for the performance of services in accordance with the provision of this contract and for loss suffered by client as a result of default of the consultant in such performance.
24. Inspecting the completed works ready for handing over, preparing defect list and got it done and handing over to IITB with all requisite documents.
25. IITB has established a number of objectives and priorities to guide Consultant and other contractors in implementation of the Project. These are set out in provisions of Contract Agreement, such as:
  - Safety in construction and operations;
  - Governing laws and regulations;
  - Completion schedule;
  - Labour regulations.
26. Review and recommend safety and labour relations procedures prepared by other contractors in line with all applicable codes, regulations and IITB requirements. Monitor safety and labour relations and take action on behalf of IITB on all problems, violations and inquiries.

#### **1.4. Notices**

- a. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing and shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the contract.
- b. Notice will deem to be effective as specified in the contract.

#### **1.5. Authorised Representatives**

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

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For IITB: Superintending Engineer

For the Consultant..... (Enclose Authorisation by Authorised Signatory of the Consultancy Agency)

## 1.6. Taxes and Duties

The Consultant and their Personnel shall pay all such taxes (Except 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 Consultancy Cost Quoted. GST Tax will be paid extra over the billed amount by IITB as per the prevailing rates.

## 2. Commencement, Completion, Modification & Termination of Contract

### 2.1. Effectiveness of Consultancy Contract

Successful Consultant shall submit within 07 days of 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. as stipulated "Appendix 'B' for scrutiny and interview with IITB and shall be approved by IITB for deployment for Consultancy work prior to issue of Acceptance/Workorder 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.

### 2.2. Commencement of Services

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

### 2.3. Expiration of Consultancy Contract

Unless terminated earlier pursuant to Clause 2.7 hereof, this Contract shall expire when the Services have been completed in all respects at the end of scheduled period of completion 12 (Twelve) months or final bill settlement, whichever is earlier. **In case of the construction work (construction contract is for 12 months) getting extended beyond the consultancy period (i.e. 12 months), the consultant applies for extension of the consultancy contract. In cases where the extension is not due to the reasons attributable to the consultant IITB shall consider grant extension on mutually agreed terms & conditions.**

### 2.4. Entire Agreement

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

### 2.5. Modification

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

### 2.6. Blank-Nil

### 2.7. Termination

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#### 2.7.1. By IITB

IITB may terminate this Consultancy Contract, by 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 (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of event referred to in (e) below:

- a. If the Consultant fail to remedy a failure in the performance of their obligations and deployment of technical personnel as stipulated under the Contract within thirty **(30) days** of receipt after being notified or within such further period as IITB may have subsequently approved in writing. This action is without prejudice to other penal provisions in the agreement.
- b. If the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take- advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultant submit to IITB a statement which has a material effect on the rights, obligation or interests of IITB and which the Consultants know to be false.
- d. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days;  
or
- e. If IITB, in its sole discretion and for any reason whatsoever, decides to terminate this Consultancy Contract.

#### 2.7.2. 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 (a) and (b) of this Clause 2.7.2, terminate this Contract:

- a. If IITB fails to pay any money due to the Consultant pursuant to this Consultancy Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b. If, as a result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

#### 2.7.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2 hereof, IITB shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to IITB):

- a. Remuneration pursuant for Services satisfactorily performed prior to the effective date of termination; and
- b. Reimbursable expenditures pursuant for expenditures actually incurred prior to the effective date of termination.

2.7.4. The 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.

2.7.5. In the event of termination of Contract, the Consultant shall furnish to IITB all the design, drawings, data, documents and details as exist with him till that date.

### **3. Obligations of the Consultant**

#### 3.1. General

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

### 3.2. Confidentiality

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

### 3.3. Insurance to be taken out by the Consultant

The Consultant (i) 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 Consultant 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 (ii) copy shall be provided as evidence showing that such insurance has been taken out and maintained and that the current premiums thereof are timely paid.

### 3.4. Consultant's Actions requiring prior approval of IITB

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

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

### 3.5. Reporting Obligations

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

### 3.6. Documents prepared by the Consultant to be the property of IITB

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

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- b. The Consultant shall also return, along with the detailed inventory the plans, drawings, specification, reports etc. made available by IITB for performing the Services, upon termination or expiration of the Consultancy Contract.
- c. Copyrights and all proprietary rights of all design, drawings, specifications, software, program, reports, formats, manuals, documents etc. developed and prepared by the Consultant for this assignment shall vest with IITB and shall not use these for any other purpose/assignment without the written permission of IITB. Any deviation to this effect will be dealt with in accordance with law.

### 3.7. Defect Liability

- a. Should any defect or inadequacy occur in the work carried out or the service performed by the Consultant prior to the date of final acceptance of the work by IITB, the Consultant shall be under a legal obligation to perform, at his own initiatives and free of cost without any additional liability to IITB, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Officer in Charge regarding 'defect or inadequacy' in the work so carried out and service rendered shall be final and binding. Coordination with regards to Handing over the building to user is the responsibility of the Consultant and till handing over the building to user the all defects to be got rectified by the consultant from the contractors.

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#### **4. Consultant's Personnel**

##### 4.1. General

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

##### 4.2. Appointing of the Key Personnel

The Project Manager/ Senior Engineer- Civil/ Senior Engineer- Electrical & Junior Engineer- Civil/ Junior Engineer- Electrical to be got interviewed & cleared by IITB before deploying them on the job.

##### 4.3. Description of Personnel

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

##### 4.4. Removals and/or Replacement of Personnel

- a. Except as IITB may otherwise agree no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the Engineer-in-charge (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the written request of IITB specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to IITB. Failure to do so shall be construed to be a default for which IITB could terminate the Consultancy Contract.
- c. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. Obligations of IITB**

##### 5.1. Assistance and Exemptions

The IITB shall use its best efforts to:

- a. Provide the Consultant, Sub-consultant and Personnel with work permits, pertinent data and such other documents as shall be necessary to enable the Consultant, Sub-consultant or Personnel to perform the Services;
- b. Issue of instructions to officials, agents and representatives of IITB all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- c. Give decisions on all matters laid before IITB by the Consultant in such a reasonable time as not to delay the work of the Consultant.

##### 5.2. Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price.

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### 5.3. Services & Facilities

The IITB shall make available to the Consultant the services and facilities as described in **Appendix–C**.

### 5.4. Payment

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 Section II-B of Financial Bid.

## **6. Settlement Of Disputes**

### 6.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### 6.2. 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 Consultant as to the construction, meaning or effect of the Consultancy 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.

## **7. Suspension of Services**

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

## **8. Foreclosure of the Contract**

It shall be within the authority of IITB, at any time after acceptance of the bid or during the execution of the work, to foreclose or reduce the scope of the work, for any reasons whatsoever, either partly or wholly by giving the written notice not less than 15 days to the Consultant. In such an event, the Consultant shall have not claim whatsoever on account of any profits (s) or advantage (s) which the Consultant might have derived from the execution of work in full but for the reasons of the foreclosure of the whole or part of the work. However, the Consultant shall be paid at the contract rates for the Services performed by him and the amount certified by the 'IITB'.

## **9. Abandonment of Work**

In case, the work is abandoned by the Consultant, without good and sufficient justification IITB is at liberty to encash the Performance Guarantee and impound any other amounts due to the consultant at the time of abandonment on account of this contract and engage another agency to complete the balance work without prejudice to any remedies available under this contract of Indian Law.

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## **10. Liability of the Consultant**

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

## **11. Attendance, working hours, Overtime, Leave, etc.**

- a. The consultant shall maintain the personnel daily attendance register maintained at site office and shall be signed and countersigned by Superintending Engineer/representative of IITB obtained before 10:30hrs.
- b. The Consultant, Sub-consultant or their Personnel shall not be entitled to any overtime payment and the same deemed to have been included in the Contract Price. Taking of leave by Key Personnel shall be subject to the prior approval by IITB. The Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- c. The Consultant's personnel working at the Site shall observe the site construction working hours and declared national holidays. It's the responsibility of the consultant, in the event of works being executed during holidays suitable supervision and safety arrangements shall be made available.

## **12. Project Organisation**

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

## **13. Security Rules**

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

## **14. Rights of other Agencies**

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

## **15. Idle Claim**

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

## **16. Fairness & Good Faith**

- a. Good Faith

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

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b. 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 6 of GCC.

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**Appendix A**  
**Description of the Services & Deliverables by the Consultants**  
**Description of Services to be delivered**

As the project is architecturally conceived, designed and going to be certified for the architectural and structural integrity by the Project Architects, the Services to be delivered under this consultancy contract have to be complementary to that of the Project Architect. While the Project Architect shall be responsible for occasional site supervision, certification of contractor's bills etc. the services under this consultancy contract shall comprise following activities. Before commencement of the work, study of site, drawings, contract documents, provision of schedule of quantities and report to IITB in case of any deviations. Scope of work of Construction supervision & Management for “**Comprehensive interior upgradation and refurbishment of auditorium, seminar rooms, conference room, atrium and VIP lounge including civil furniture, PHE, MEP, HVAC and LMS works of Victor Menezes convention centre at IIT Bombay**”.

1. **Construction Supervision work:** Consultant will supervise the execution of the work so as to ensure that all work is carried out in accordance with the tender/contract specifications and construction drawings. Consultant will maintain check lists for the major items of work which record the observations made during each inspection. Any deviations made from accepted specifications and drawing during constructions will be recorded. For the full-time site supervision works, Consultant will provide adequate number of qualified technical staff of different categories for different durations as required at various stages of construction period as stated in Appendix 'B'.
2. **Construction Material:** Consultant will ensure that all the materials to be used in the works are tested as per the requirements given in the specifications. Consultant will also maintain a record of the various test reports.
3. **Labour, Machinery, and Equipment requirement:** Consultant will monitor the adequacy of executing agencies site establishment in respect of technical and supervisory staff, labour force, machinery and equipment, material procurement, etc., in order to complete the works as per time schedule. Consultant will maintain daily reports on labour, plant, and materials etc.
4. **Monitoring progress:** Consultant will monitor the progress of various works at site, prepare physical progress reports and suggest ways and means of achieving the target progress of works. Shall weekly/fortnightly Progress Review meetings and the minutes to be circulated.
5. **Progressing Report:** Consultant will submit monthly progress reports reviewing work done since the last report, and all outstanding problems that are likely to affect either cost or time to completion of the project.
6. **Records:** Consultant will maintain records of all the meetings that take place at site. Consultant will also maintain a Site Order Book which records all the instructions given to the Contractor by the Architect or by the Consultants during their site visits. Other statutory documents/records as desired by CVC for its inspection at site shall be maintained at site by consultant and made available to client whenever asked for and handed over to client at the end of the project. Enabling assistance during intensive examinations by CTE.
7. **Critical Path Schedule for the construction:** The consultant would be responsible for the creation of baseline CPM schedule based on the program submitted by the construction contractor get it approved by IITB within 30 days of receipt of the program from the contractor.
8. **Updating of CPM schedule:** The consultant would be responsible to update the project schedule at least once every two weeks. The schedule would be used for tracking progress and identifying delays in project execution.
9. **Site visits of Architects/Consultants:** Consultant will co-ordinate site visits by various Consultants as and when required in order to clarify the details given in the drawings and specifications.

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- 10. Defects:** In case any defects are found in the work carried out by the Contractor, Consultant will record them in a Defects Register and ensure that the Contractor rectifies these defects immediately and will be reported.
- 11. Measurement of work:** Before preparation of any bills for the work done by the contractor, the consultant shall verify all the measurements taken by the Contractor & carry out corrections if any & recommend part rates in case of certain quantities which need to be completed in all respect. Consultant will ensure that the Contractor maintains a Measurement Book recording all the corrected/ verified all measurements. This book shall be countersigned by Consultant's & shall form basis for preparation of the bills for the contractor.
- 12. Scrutiny & recommendation regarding contractor's bills:** The consultant shall strictly enforce and follow the procedure & sequence of recording measurements, submission of bills by the contractor in accordance with the CPWD manual provision as envisage in the relevant General conditions of construction contract. The status shall be recorded & updated in every weekly progress review meeting. After scrutiny & recommendation the consultant shall submit the bills to Superintending Engineer for certification & payments.
- 13. Post Construction Stage:** Consultant shall get the final measurement of the work done & final bill prepared, scrutinized & recommended to IITB. Consultant shall coordinate with consultant & contractor for getting the as-built drawings prepared & getting the occupation certificate from the statutory authorities. Consultant's essential work in this phase will be assembling of all drawings and essential documentation to be preserved for achieves, so that all information pertaining to the construction is available for subsequent examination at the time of undertaking any future modification or repair. All the records, project related documents must be handed over to IIT (B) during Post Construction stage.
- 14. Operation & Maintenance Manual:** Consultant will also draw up and prepare a maintenance manual support with photographs/ videos/ date and time for the buildings and any plant, machinery, or equipment which has formed part of Consultant's services. A maintenance program of inspection and regular renewal of certain items (such as painting and waterproofing) or replacement of certain items of equipment will be proposed with the maintenance work done to be reviewed annually.

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## Appendix B

### Consultant shall provide following minimum skilled manpower for the project Technical: Key Personnel Staff to be Deployed

No	Designation, Qualification, and Minimum Experience (Years)	Nature of Duties & Responsibilities	Recovery *
1.	<b>Project Manager (Civil); (One position);</b> Degree in Civil Engineering or equivalent; Minimum 10 Years of experience in the capacity of Superintending Engineer or equivalent position on major construction projects, preferably with government-related units like CPWD, State PWD, PSU, or Government Autonomous bodies. Must have worked as in charge of quality supervision, construction management. Selected consultant shall submit the documentary proof of the proposed Project Manager for approval of IITB before engaging on the job.	<ol style="list-style-type: none"> <li>1. Overall, in charge of reporting to IITB</li> <li>2. Coordination with IITB, Architect, Consultant, Contractor</li> <li>3. Quality Assurance/control</li> <li>4. Planning for timely completion, monitoring progress</li> <li>5. Safety Measures</li> <li>6. Labour enforcement welfare</li> <li>7. GRIHA Compliance</li> <li>8. Testing &amp; Commissioning &amp; handing over</li> <li>9. Conducting weekly progress review meeting</li> <li>10. CVC documents 7 inspection &amp; its compliance</li> <li>11. Inspection of material at manufacturing unit</li> </ol>	1.5
2.	<b>Senior Engineer (Electrical);</b> Reporting to Project Manager;(One position); Degree in Electrical Engineering; Minimum 7 Years of experience in the capacity of Executive Engineer or equivalent position on major construction projects, preferably with governments related units like CPWD, State PWD, PSU or Government Autonomous bodies. ; Must have worked as in charge of quality supervision, construction management. ; Selected consultant shall submit the documentary proof of the proposed Senior Engineer for approval of IITB before engaging on the job.;	<ol style="list-style-type: none"> <li>1. Responsible for advance planning &amp; execution &amp; quality assurance.</li> <li>2. Coordination with electrical &amp; firefighting on day-to-day basis</li> <li>3. Progress monitoring and billing</li> <li>4. Quality Assurance &amp; Testing of material as per specification</li> <li>5. Maintain daily quality assurance &amp; material activity submitting to IITB on monthly basis</li> <li>6. Commissioning &amp; Handing over</li> <li>7. Shall be full time at site till work being executed</li> <li>8. Safety Monitoring, Controlling &amp; reporting.</li> </ol>	1.0
3.	<b>Senior Engineer (Civil);</b> Reporting to Project Manager;(One position); Degree in Civil Engineering; Minimum 7 Years of experience in the capacity of Executive Engineer or equivalent position on major construction projects, preferably with governments related units like CPWD, State PWD, PSU or Government Autonomous bodies. Must have worked as in charge of quality supervision, construction management. Selected consultant shall submit the documentary proof of the proposed Senior Engineer for approval of IITB before engaging on the job.	<ol style="list-style-type: none"> <li>1. Responsible for advance planning &amp; execution &amp; quality assurance.</li> <li>2. Coordination with other agencies on day-to-day basis</li> <li>3. Progress monitoring and billing</li> <li>4. Quality Assurance &amp; Testing of material as per specification</li> <li>5. Maintain daily quality assurance &amp; material activity submitting to IITB on monthly basis</li> <li>6. Commissioning &amp; Handing over</li> <li>7. Shall be full time at site till work being executed</li> <li>8. Safety Monitoring, Controlling &amp; reporting.</li> <li>9. Assisting all civil/interior works assigned by Project Engineer or client &amp; supervision &amp; shall be available full time at site of work being executed/ supervising</li> </ol>	1.0
4.	<b>Senior Engineer (HVAC);</b> Reporting to Project Manager;(One position); Degree in Electrical/Mechanical/HVAC Engineering; Minimum 7 Years of experience in the capacity of Executive Engineer or equivalent position on major construction projects, preferably with governments related units like CPWD, State PWD, PSU or Government Autonomous bodies. ; Must have worked as in charge of quality supervision, construction management. ; Selected consultant shall submit the documentary proof of the proposed Senior Engineer for approval of IITB before engaging on the job.;	<ol style="list-style-type: none"> <li>1. Responsible for advance planning &amp; execution &amp; quality assurance.</li> <li>2. Coordination with electrical &amp; firefighting on day-to-day basis</li> <li>3. Progress monitoring and billing</li> <li>4. Quality Assurance &amp; Testing of material as per specification</li> <li>5. Maintain daily quality assurance &amp; material activity submitting to IITB on monthly basis</li> <li>6. Commissioning &amp; Handing over</li> <li>7. Shall be full time at site till work being executed</li> <li>8. Safety Monitoring, Controlling &amp; reporting.</li> <li>9. Assisting all MEP works assigned by Project Engineer Electrical or client &amp; supervision &amp; shall be available full time at site of work being executed/ supervising</li> </ol>	1.0

#### Note

1. Total no. of Engineers to be deputed for the CM&SC work: Total 4 (Four) persons (1 - Project Manager, 3 - Sr. Engineers (one each for Civil, Electrical & HVAC works),
2. Period of Deployment (Months): During Construction period (12 months) plus 3 months for settlement of final bill of work plus possible extension of time period of construction contract subject to a maximum total period of 12 months

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3. Rate of Recovery in case of non-deployment @ pro data basis (Per month in Rs. Lakh/position)

### **Terms & Conditions**

1. All Personnel mentioned above shall be available full time at site of work/ office and daily attendance register shall be maintained signed to be sent to representative from Estate office at 10:30 AM (IST) for counter sign. Monthly Payment Part shall be paid on submission of original attendance register.
2. Except Sundays & declared National holidays all personnel to be present for the duty and necessary arrangements shall be made in case of works being executed and shall conform to clause 11 of conditions of consultancy contract.
3. In case of any persons absent continuously more than day including suffix and prefix prior approval of IITB to be taken and suitable alternate arrangement of substitution shall be made failing which recovery for the absent period shall be made in their payment as per the rate mentioned against each. Recovery of the amount shown against each shall be retained till deployment in addition to non-payment for the absent period and shall be released only after deploying such personnel.
4. Consultant shall submit details of the personnel along with their CV to be employed and to be enclosed along with the Technical Bid. IITB shall scrutiny and give approval after conducting personal interview as per terms and conditions.
5. In the event of consultant fails to deploy manpower mentioned here in above in Appendix-B for performance of this contract, and shifting/transferring the personnel without approval of IITB shall be treated as deficiency of service and shall be terminated as per provisions of Clause 2 of Information to Consultants and clause 2.7 of conditions of consultancy contract.
6. In the event of the construction work getting suspended or slowed down and if at the discretion of IITB it is assessed that there is a need to reduce the personnel by the agency, the same shall be complied with by the construction supervision agency and time scale payment for this period shall be proportionately reduce with mutually agreed rate.
7. The duration of the Consultancy is of 12 months (including possible extension period) or settlement of final bills, whichever is earlier
8. Payment of Consultancy Fees: The amount payable will be maximum of:
  - a. the percentage of the actual cost of work executed through contract as per the certified bills of the contractor as given in the milestone for payment in Section II-B.
  - b. a fixed rate of Rs 0.8X Cost of work X Quoted percentage divided by 12, which shall be treated as an advance/ interim payment to be adjusted against fees of the consultant during the R.A. bill period.
9. Bill can be raised every month.

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**FORMAT OF CURRICULUM VITAE (CV) OF PROPOSED KEY STAFF (to be submitted as per this format only)**

**(To be submitted for Project Manager, Senior Engineers and Junior Engineers each separately)**

**1. Personal Details:**

a. Proposed Position (Desai Sethi School of Entrepreneurship)

\_\_\_\_\_

b. Name: \_\_\_\_\_

c. Present Position:

\_\_\_\_\_

d. Date of Birth:

\_\_\_\_\_

e. Years with Firm: \_\_\_\_\_

f. Nationality: \_\_\_\_\_

g. Experience in similar nature of work Central/State/Semi Government /PSU (specify the organisation)

\_\_\_\_\_  
\_\_\_\_\_

h. Membership of professional societies:

\_\_\_\_\_

**2. Educational Qualifications:**

a. Name of Course: (Degree/Diploma):

b. Name of University/Board:

c. Year of Passing:

d. Grade/Percentage of Marks:

(Photo self-attested copies degree/Diploma marks sheets to be attached)

**3. Experience**

Sr. No.	Description	Employer 1	Employer 2	Employer 3	Present Employer
1.	Name of Employer				
2.	Period				
3.	Position Held				
4.	Value of work				
5.	Detail of Similar Nature of Work Supervised indicate Cost of Civil, PH, Electrical, Firefighting, HVAC	Enclose brief note for each work separately			

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**4. Details of working Knowledge of works procedure of Central Public Works Department /PSU; furnish the details of the work dealt):**

- a. CPWD /Central/ PSU Works procedure Manual.
- b. Contract Conditions.
- c. Estimate preparation based on Schedule of Rates.
- d. Rate Analysis base on CPWD Rate analysis.
- e. Processing of variation statement/Deviations/Extra items/extension of time.
- f. Inspection by the Central Vigilance commission carried out for the work executed.
- g. List of Documents maintained; Furnish the detailed list of documents maintained.
- h. GRIHA work executed: Furnish the list of works.

**(Safety /Labour Welfare Officer relevant details to be furnish Employment Record with Nature of work done.)**

**5. Present Assignment:**

Expected date of completion of present assignment, if applicable.

Languages:

(Indicate proficiency in speaking, reading and writing of each language by “excellent” “good”, “fair” or “poor”)

---

**6. Certificate:**

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

\_\_\_\_\_ Date \_\_\_\_\_ (Day /Month/Year)

(Signature of the Candidate)

I, undersigned, certify that to the best of my knowledge and belief, that details furnished by the candidates was verified fulfilling the requirement and as per Appendix ‘B’

Signature of Authorised representative of the firm with seal and date

**Note: CV shall be submitted as per the above format only failing which shall be treated incomplete and liable for rejection.**

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## **Appendix C**

### **Obligations of IIT Bombay**

#### **1. Assistance and Exemptions**

The IITB shall use its best efforts to:

- a. provide the Consultant, and his Personnel with work permits, pertinent data and such other documents as shall be necessary to enable the Consultant, and his Personnel to perform the Services;
- b. issue to officials, agents and representatives of the IITB all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- c. give decisions on all matters laid before the IITB by the Consultant in such a reasonable time as not to delay the work of the Consultant.

#### **2. Payment**

In consideration of the Services performed by the Consultant under this Contract, the IITB shall make to the Consultant such payments and in such manner as is provided by Milestones of deliverables for Payments and as per provisions and compliance of Appendix 'B'.

Service tax will be paid by IITB as / if applicable.

#### **3. Payments to the Consultant**

##### **a. Fees**

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

##### **b. Mode of Billing & Payment**

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

- The payment to the Consultant will be made periodically as per the schedule of payment agreed upon in Section II-B Milestones for payment of Consultancy Charges and IIC Effecting Payment to Consultant. Consultant shall submit his periodical 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.
- The final bill of the consultant under this Contract shall be raised only after the final report and a final statement identified as such, shall have been submitted by the Project Architect and consultant has completed verification of the final bill of contractor and the same is approved as satisfactory by the IITB. IITB shall cause the payment to the Consultant to the amount indicated in the bill within thirty (30) days of receipt of the bill.

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## Appendix D

### Documents to be maintained at the site office for Inspection.

1. Original contract with consultant / contractor.
2. Guarantee Bond etc. towards security for work, machinery/ mobilization advances etc. including extension of validity.
3. Insurance policies for work, materials equipment, men etc. including extension of validity.
4. Guarantee for water tightness, termite proofing etc.
5. Standard specifications.
6. Standard schedule of rates.
7. Drawings – Architectural, Structural and Services.
8. All connected measurement book, level books field books and lead charts.
9. All running account bills with all connected statements / vouchers.
10. Statements showing details of check of measurements by superior officers-copies of order laying down such requirements.
11. Materials at site accounts/cement, steel, bitumen, paints, water proofing compound, pig lead, anti-termite chemical etc.
12. Stage Passing Register, Site order book, test records/ logbooks, working out Standard Deviation
13. Details of extra / substituted items and of deviated quantities being executed / considered for execution in the work along with analysis of rates.
14. Hindrance registers.
15. Office, correspondence files and inspection note, if any, issued by inspection officer.
16. Any other documents relevant the works.
17. The following details will form part of contract that will be submitted by consultants:
  - a. **Daily in soft copy (to be submitted immediate next day)**
    - Daily Labour report employed by contractor and the activities of work
    - Daily Safety report of the labour employed
  - b. **Weekly: (to be submitted after immediate next day of the PRM)**
    - Progress Review meeting Minutes (both soft/Hard copy)
  - c. **Fortnightly: (to be submitted in Hard copy on 17<sup>th</sup> and 2<sup>nd</sup> of the month)**
    - Receipt of Drawings
    - Approval of Construction/Service materials
    - Site Hindrance
    - Statement of payment of wages to contract labour (Ref General conditions of contract)
  - d. **Monthly (hard copy to be submitted every 7<sup>th</sup> of the month)**
    - Monthly Progress report Shall consist of:
      - Details of Project
      - Project Report a) Physical during the period B) Financial during the period c) Details payment made)
      - Milestone achievements
      - Hinderance/ Risks
      - Cost control & Planning a) Variation approved /proposed b) Extra/Substitute/Deviation items
      - RA Bill/Mobilisation/Secured Advance details
      - Quality Assurance/Safety measure a) Tests results during month b) Mandatory test carried out, sample/agency approved
      - Status of drawings
      - Labour Welfare

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- Safety Measures at site
- Manpower deployed
- Site Inspection
- Important Point's affecting Progress and Action Taken
- Misc. Points a) PRM Minutes

CVC documents & Registers to be submitted to IITB for counter signature & monthly report for maintenance & updating of documents.

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## Specimen Formats

### A. Details of payments to be enclosed in Monthly report:

Sr. No. Of Bill	CR. No date	Account payable				Total	Cheque amount	Details of disbursement and recoveries				
		On A/c payment	Adv. Payment	Secured Advance	Mobilization Advance			I. Tax	Cost of material	Secured advance	Mob. Adv	Deposit
Name:												
Signature:												

### B. Cement consumption statement (to be enclosed each RA Bill)

Last date of measurement	Theoretically required	Actual consumed	Recovered	Remarks
Name:				
Signature:				

### C. Steel consumption statement in proforma (to be enclosed each RA Bill)

Tor Steel Dia in mm	8	10	12	16	20	Contd..
Qty procured						
Qty measured for payment						
Qty balance at site						
Note: If mild steel, structural steel is used, information may be furnished in similar fashion for various sections						
Name:						
Signature:						

### D. Statement of Tests of Materials (Register and report to be maintained at site duly countersigned by Project Manager /IITB)

Sr. No.	Material	Qty used in the work during the period x	Description of test as per BIS/ agreement	Frequency of test as per BIS/ Agreement	No. of tests		Lab where tests conducted	Whether lab approved by govt.	Status of test Pass/ failed	If failed what action taken	Recovery for proposed for shortfall/ failed results
					Reqd	Conducted					

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**E. Key Personnel** provided during month for the for the project

Description of Job	Qualification & Experience	No of Personnel to be Deployed as per Contract during the month	No of Personnel Deployed during the month	If less whether Recovery effected as per CC		Remarks
Name: Signature:						

**F. Variation in workorder quantity**

Sr. No	W.O Item No	Brief Description	Unit	W.O Qty	Executed qty up to date	% Of variation	Reason	Action Taken

**G. Safety Report**

Description of Activity	Type of Safety preventive measures to be compiled	Type of Safety measures complied by contractor	Whether any lapses observed during the period & Measures taken by the Contractor	Action taken for non-compliance	Any Accident reported during the period & action taken	Remarks
Name: Signature of Safety Officer of Contractor			Name: Signature of Safety Officer of PMC		Signature of Project Manager	

**H. Labour Welfare**

- Report for the protection of health and sanitary arrangements for workers employed as per Model Rules of General Conditions.
- Certificate of payment of wages as per Contract labour Regulations of General Conditions.
- Report of Labour records and inspection carried out.

**Formats are indicative only. Other formats as per requirement and procedure followed by IITB.**

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**Appendix 'E': Form of Guarantee for Performance of Services**

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

In consideration of the Director Indian Institute of Technology Bombay (hereinafter called "IITB") having agreed under the terms and conditions of Letter of Intent/ Workorder/ Agreement No..... dated..... made between .....and ..... (Hereinafter called "the said Consultant{s}") for the work ..... (hereinafter called "the said Letter of Intent/ Workorder/ 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 to IITB an amount not exceeding Rs. .... (Rs..... only) on demand by IITB.

2. We ..... (Indicate the name of Bank) do hereby undertake to pay the amounts 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.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant(s) shall have no claim against us for making such payment.

4. 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 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.

5. We ..... (indicate the name of Bank) further agree with IITB 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 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

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

8. This guarantee shall be valid up to ....., unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the ..... day of ..... for ..... (indicate the name of Bank)

\* \* \*

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

Signature of Authorized Signatory with Date & Seal

## Section II

### Financial Condition

#### II- A: Financial Bid

#### II- B: Milestone for Payment of Consultancy Charges

#### II- C: Effecting Payment

#### II- D: Reimbursable Expenses

#### PREAMBLE TO FINANCIAL BID

1. The duration of the Consultancy period is 12 months\*\*

(\*\* Construction period (12 months) plus 3 months for settlement of final bill of work plus possible extension of time period of construction contract subject to a maximum total period of 12 months)

2. Stages of the release of payment:

##### a) Time-based payment

$P=(0.80XB)/12$  where

i) P=Monthly Time-Based Payment in Rs.

ii) B= Bid Value of the CMCS consultant

iii) 12 month is the time for overall stipulated period for contract (As explained above \*\*)

##### b) Work output-based payment & Release of last instalment of 5% is as per the table below

Stage	Activity	Fees Payable
1.	Progress Dependent Payment	95% x Percentage rate for fees accepted consultancy tender x Progress for the month valued as per IITB certified bills minus recovery of monthly payment made as advance payment
2.	Final Stage: Handing over & verification of the final bill of construction work and submission of the final report and a final statement by the Project Architect and the same being approved as satisfactory by the IITB.	Fees Payable: The balance 5% fees and the performance guarantee will be released on obtaining Architects/IITB certification for finalization of contractor's final bill.

**Table No. 2(b)**

Note: The monthly payment for the work during the course of the contract shall be as per the financial bid percentage applicable on the actual value of construction work at that point or the time-based payment at that time whichever is higher.

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## II- A: Financial Bid

Sr. No.	Item Description	Unit	Percentage Quoted
1.	<p>Fees payable for providing Comprehensive interior upgradation and refurbishment of auditorium, seminar rooms, conference room, atrium and VIP lounge including civil furniture, PHE, MEP, HVAC and LMS works of Victor Menezes convention centre at IIT Bombay Powai, Mumbai – 400076 as per the scope of work enumerated in Technical Conditions &amp; Personnel employed as per Appendix B</p> <p><b>Note 1:</b> The amount payable will be restricted to the percentage of the actual cost executed by the construction contractor/s as per the certified bills of the contractor/s as given in the milestones for payment by IIT-B.</p> <p><b>Note 2:</b> GST will be paid separately as applicable.</p>	<p style="text-align: center;">%</p> <p>(Percentage of actual cost of work done)</p>	<p style="text-align: center;">.....%</p> <p>In words (.....)</p>

Signature \_\_\_\_\_

(Authorized Signatory of Consultants)

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

## II- B: Milestone for Payment of Consultancy Charges

Please refer to the table no. 2 (b) of section II

Signature of Authorized Signatory with Date & Seal

## **II- C: Effecting Payment**

IIT Bombay shall make progressive on account payments to the Consultant against the stages based on the quantum of work done during that stage and time period, as may be mutually agreed to between IIT Bombay and the Consultants.

**Non deployment of key personnel as per Appendix B shall be dealt as per the provisions of Clause 2 of Information to Consultants and Clause 2.7.1 Conditions of Consultancy Contract.**

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 & machinery such as Transformers, DG Sets, Sub-stations, Lifts, Air Conditioning Machines, Pumps & Motors, etc., but excluding the cost of land.

Payment shall be released only after achieving defined deliverables. Payment will be released upon completion of the `activity/sub-activity`. An activity/sub-activity will be considered `complete` when the same is checked, reviewed, and accepted / approved by the competent authority.

## **II- D: Reimbursable Expenses**

Cost of travelling for inspection of equipment's/goods on instructions from IITB and pre-approved by IITB.

Signature of Authorized Signatory with Date & Seal