



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

**Request for Qualification (RfQ)
for
Shortlisting of the Contractors for Engineering, Procurement
and Construction for Development of Indian Institute of
Management Mumbai, Vihar Lake Road, Powai, Mumbai**

RFQ No.: WAP/IIM/New Works/RfQ/01

Date: 17.01.2025

Invited by

Project Management Consultant



**Additional Chief Engineer (INFS-1)
WAPCOS Limited
(A Government of India Undertaking)
76-C, Institutional Area, Sector-18,
Gurugram (Haryana) - 122015**

January 2025

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DISCLAIMER

WAPCOS Limited ("PMC") is Inviting this Request for Qualification (the "RFQ") document for and behalf of IIM Mumbai ("Employer"). WAPCOS is appointed as Project Management Consultant to IIM Mumbai. The Tender Accepting Authority is IIM Mumbai.

The information contained in this Request for Qualification (the "RFQ") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the PMC/ Employer or any of their employees or advisors or consultants, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided. This RFQ is the first part of a two-stage bidding process.

This RFQ is not an agreement and is neither an offer nor invitation by the PMC/ Employer to the prospective Applicant(s) or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the "**Application**"). This RFQ includes a statement, which reflects various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Employer and its Employees or advisors or consultants to consider the investment objectives, financial situations and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements, and information contained in this RFQ may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessment, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to an exhaustive account of statutory requirement and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein.

The Employer, its employees and advisors or consultants make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with qualification of Applicant(s) for participation in the next stage of Bidding Process.

The PMC/ Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statement contained in this RFQ.

The PMC/ Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Employer is bound to select and short- list qualified Applications for next stage or to appoint the selected Bidder for the Project and the PMC/ Employer reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant(s) shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the PMC/ Employer, or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant(s) and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process. The Applicants shall note that the RFQ is a non-transferable document between the Applicants.

NOTICE INVITING APPLICATIONS FOR REQUEST FOR QUALIFICATION

NIT No. WAP/INFS-1/ IIMM/RfQ/01

Dated: 17/ 01/ 2025

WAPCOS Limited (A Govt. of India Undertaking) "PMC", on behalf of **Indian Institute of Management Mumbai**, Vihar Lake Road, Powai-400087 invites "Online Electronic Request for Request for Qualification (RfQ) from invites on-line applications for qualification from resourceful experienced competent and eligible bidders in a Single-envelope system as per below:

1.	Work/ Project	Request for Qualification (RfQ) for "Shortlisting of the Agencies/ Contractors for the work of Engineering, Procurement and Construction for Development of Indian Institute of Management Mumbai, Vihar Lake Road, Powai, Mumbai"
2.	Site / Location	Indian Institute of Management Mumbai campus at Vihar Lake Road, Powai, Mumbai-400087
3.	Website for viewing tender, Corrigendum/ Addendum, if any.	https://etenders.gov.in/eprocure/app www.iimmumbai.ac.in www.wapcos.co.in
4.	Website for Registration/ uploading of Tender	https://etenders.gov.in/eprocure/app
5.	Estimated Cost of works	850 Crores
6.	Cost of Blank Document (Non-refundable)	Rs. 50,000/- (Rupees Fifty Thousand Only) The Fees shall be paid in the form of NEFT/ RTGS/ Demand Draft/ Banker's Cheque in favour of WAPCOS Limited, payable at Gurugram to be submitted in a separate cover at the time of submission of Tender documents. Application without fee shall not be considered. Account Number – 193502000000405 A/c Holder – WAPCOS Limited Bank Name – Indian Overseas Bank Branch name: NHB, Gurugram IFSC code: IOBA0001935
7.	Pre Bid Meeting	29.01.2025 14:00 Hrs To be held in the office of Chief Administrative Officer at 2 nd Floor, Administrative Building, IIM Mumbai Campus, Vihar lake Road, Powai, Mumbai-400087. The Pre-Bid Queries shall be sent through Email only on wapcosiimm@gmail.com
8.	Last date & time for online submission of Technical Bid.	10.02.2025 15:00 Hrs
9.	Offline Submission of Technical document, Tender Fees etc.	Within 24 hours of last due date of Submission on CPP Portal to following address: Additional Chief Engineer WAPCOS Project Office IIM Mumbai Ground Floor, Administrative Building, IIM Mumbai Vihar lake Road, Powai, Mumbai-400087
10.	Online opening of Technical Bid	11.02.2025 15:00 Hrs
11.	Tender Inviting Authority & Communication address during Tendering of works	Additional Chief Engineer, INFS-I Division WAPCOS Limited 76-C, Institutional Area, Sector-18, Gurugram (Haryana) – 122015, Pho. No. (+91-124)2399225 Email: wapcosiimm@gmail.com

NOTES:

- 1) The RFQ document has to be viewed/ downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any and not be published elsewhere. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender.
- 2) The purpose of this EOI is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid, if eligible and in possession of all the documents required. Corrigendum while all efforts have been made to avoid errors in the drafting of the RFQ documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 3) Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this RFQ are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in RfQ. WAPCOS Limited/ IIM Mumbai is not responsible if no due diligence is performed by the bidders.
- 4) For qualification, on-line submission shall be accompanied by attested copies of all documents mentioned in the Mandatory Eligibility Criteria such as Organizational Capacity and Statutory compliance, Technical Capacity, Technical Experience & Financial Capacity. The applicant should also produce original documents for verification if called for. Failure to attach requisite documents with application will render applicant not eligible for qualification of Bid without any intimation.
- 5) In case of damaged documents / non openable documents / relevant balance documents of already uploaded documents not found after opening of technical bids then the hard copies of that documents shall be accepted subjected to such documents shall be possess by the applicant before the date of e-hand over of prepared documents.
- 6) WAPCOS Limited/ IIM Mumbai reserves right to reject any or all Applications without assigning any reason and the same shall be at the entire discretion of WAPCOS Limited/ IIM Mumbai. IIM Mumbai's decision in this respect shall be final and binding.
- 7) Conditional Applications shall be summarily rejected.
- 8) Applicant will not be eligible to participate for bidding, if
 - a. the Applicant is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or becomes insolvent, or makes an arrangements with, or assignment in favour of, his creditors, or agree to carry out the bidding under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustments of debts, proceedings are commenced against the applicant or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security or interest over a substantial part of the assets of the applicant, or if any act is done or event occurs with respect to the applicant, or

- if any act is done or event occurs with respect to the applicant or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, then the applicant is not eligible to participate in bidding process.
- b. Blacklisted/debarred/convicted contractor(s) are not eligible to participate in the bidding process. Intending applicant should furnish the affidavit duly notarized on Rs. 500/- stamp paper as given in the RFQ.
- c. Cost of Blank Bid Document of Rs. 50,000/- including GST (non-refundable) to be paid in the manner given above.
- 9) The application shall remain valid for a period of one hundred eighty (180) days from the later date specified in the e-handover of the prepared document.
- 10) All the qualifying area mentioned are valid for construction done in India only.
- 11) WAPCOS Limited/ IIM Mumbai reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Limited/ IIM Mumbai for rejection of his Bid.
- 12) No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- 13) All information submitted in response to this RfQ shall be the property of WAPCOS Limited/ IIM Mumbai and it shall be free to use the concept of the same at its will.
- 14) It is hereby declared that WAPCOS Limited/ IIM Mumbai is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject RfQ is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of Technical Bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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**Additional Chief Engineer
For and on behalf of WAPCOS LIMITED**

SECTION-I PROJECT AND PROJECT EMPLOYER

1.1 About IIM Mumbai (the "Employer")

Indian Institute of Management Mumbai is one of the premier management institutions in India. IIM Mumbai erstwhile known as NITIE was established in 1963 as part of the government's initiative to expand high-quality management education across the country. IIM Mumbai offers postgraduate and doctoral programs in management, aiming to develop future business leaders and entrepreneurs.

As a relatively new addition to the IIM family, IIM Mumbai benefits from its strategic location in Mumbai, India's financial capital, which offers students exposure to diverse business sectors and networking opportunities.

The campus currently (as per the year 2024) houses about 1300 students and more than 60 academicians along with support staff. It has a vision to increase the intake thrice its capacity by the year 2030.

The Indian Institute of Management Mumbai is embarking on a transformative journey to expand its campus through a comprehensive master plan developed by Shashi Prabhu & Associates. This initiative aims to create a state-of-the-art educational environment that not only meets the growing demand for higher education in management but also aligns with sustainable practices and modern pedagogical approaches. The design philosophy emphasizes a student-centric approach, fostering a sense of community and belonging while integrating ecological considerations into the built environment.

1.2 Background

1.2.1 The project site encompasses approximately 64 acres in the Powai area of Mumbai, a region known for its vibrant educational institutions and lush green landscapes. The site is located near major transportation routes, enhancing accessibility for students, faculty, and visitors.

1.2.2 The site is approachable from Vihar Road on its west that runs perpendicular to the Pipeline Road. The proximity to Powai Lake and Vihar Lake adds to the site's natural beauty, providing opportunities for outdoor activities and environmental engagement. The site falls under RE 2.2 as per SRDP 2034, while part of it, roughly 39,605 sqm of the area, adjacent to the Vihar Lake in under ROS 1.5, making it a no development zone (NDZ). The presence of Vihar Lake and Powai Lake in proximity creates the site an ecologically sensitive area



1.2.3 Site Constraints

The development of the IIM Mumbai campus presents an array of challenges, stemming from its status as a brownfield site with significant environmental, social, and infrastructural constraints. The development of the IIM Mumbai campus requires a delicate balance between the constraints imposed by the existing site conditions and the opportunities these constraints present.

1.2.3.1 Existing Roads

As a brownfield site, the IIM Mumbai campus already contains a network of internal roads, which presents both a constraint and an opportunity. The primary challenge lies in integrating these existing roads into the new campus layout without significantly disrupting current traffic patterns or campus operations.

The existing approach road, which is 21 meters wide, is slated for widening to 27 meters as part of the proposed development plan. This expansion is necessary to accommodate increased traffic and improve accessibility. However, this widening as well as the existing internal roads result in the loss of approximately 7% of the site area.

1.2.3.2 Existing Slum Settlements

The presence of informal settlements on about 10% of the site represents a significant challenge. These settlements are home to vulnerable populations, and any development must be handled with a high degree of social sensitivity. The displacement of these communities could lead to social unrest and ethical concerns, requiring a solution that is both socially responsible and aligned with development goals.

1.2.3.3 High-Tension Power Lines

The presence of high-tension power lines across the site imposes significant restrictions on land use. A buffer zone must be maintained around these lines to ensure safety, which limits the amount of land available for construction. Additionally, these power lines can affect the aesthetics and layout of the campus, as certain structures cannot be built within proximity.

Careful planning is required to determine the best use of the land within these buffer zones. This area could be utilized for less intensive uses.

1.2.3.4 Natural Water Bodies

The site includes NITIE Pond, which occupies approximately 7% of the site. While this natural water body is an important ecological asset, it also presents challenges in terms of site planning. The presence of the pond requires careful management of water flow to prevent flooding and maintain the ecological balance of the area.

The pond can be integrated into the campus design as a central feature, enhancing the aesthetic appeal of the site while also serving ecological functions. Additionally, the pond could be used for multifaceted purposes, such as an extended platform of interaction and collaboration.

1.2.3.5 Ecological Zones

The site includes sensitive ecological zones, such as areas of dense vegetation and other natural habitats, which are crucial for maintaining local biodiversity. Development in these areas must be minimized to preserve the ecological balance and prevent the destruction of important habitats.

These ecological zones should be preserved and integrated into the campus design as green spaces or conservation areas. The design should minimize vehicular impact on these areas by allowing only pedestrian access and avoiding construction in these zones.

1.2.3.6 Topography

The site's varied topography, characterized by significant changes in elevation, poses a challenge for the design of an accessible and cohesive campus. Steep slopes can complicate construction and make certain areas difficult to access. The designs can accommodate the natural slopes while creating dynamic and visually interesting spaces. Accessibility can be ensured through the careful placement of ramps, elevators, and accessible paths. The use of retaining walls and graded landscaping can help to stabilize slopes and prevent erosion, while also providing opportunities for outdoor classrooms, amphitheatres, or other unique campus features that take advantage of the natural terrain.



Conceptual Masterplan of the Campus

1.3 Architectural & Landscape Intent

The architectural intent focuses on creating a cohesive masterplan to cater to the expanding need of the campus design. It looks into majorly the functionality, connectivity and aesthetics of the campus.

Note: The 3-D views presented below are tentative and purely for illustration purposes. They may likely to be change during the Design Development process.

1.3.1 Gate Complex and Visitors Plaza

The new Gate Complex serves as the main entrance to the campus, with a primary objective of making a strong first impression on visitors. The design aims to enhance the First experience of visitors. Gate Complex incorporates a security building equipped with facilities for personal and vehicular checks. This includes security cabins for security personnel and a command & control room with servers located on the first floor, ensuring comprehensive campus security.



The Design of the gate integrates seamlessly with the surrounding landscape, employing curves and dynamic forms to create an inviting and modern appearance. A prominent canopy provides a grand welcome to visitors. Advance security measures, including a boom barrier, manage vehicle flow. Internally, the gate building connects to a visitors' plaza, which features amenities such as a small cafeteria, a dispensary, and a grocery mart. Externally, it links to a post office, a small bank, and an ATM. Which separates the function and user. A grand IIM logo on canopy and inclined landscape further accentuate the scale and significance of the structure.

1.3.2 Research Centre and 97 Steps

To Understand the significance of the existing 97 steps, the design proposal aims to revitalize this area by creating compelling reasons for users to enjoy the experience. This has been achieved by widening the existing steps and incorporating various zones for seating and amphitheatre-style gatherings around landscaped areas. Natural elements, such as vertical green walls, water cascades, ramps, and tree clusters, seamlessly integrate the structure with the surrounding environment.



On either side of the steps, the research centre blocks are proposed as ground-level structures with varying heights to create visually interesting volumes and connections. The roofs of these structures are designed as roof gardens, accessible from the higher road adjacent to the academic block. The steps thus become a key component of a predominantly pedestrian route connecting the "Scholars Walk" with the academic block.

1.3.3 Student Activity Centre

The Student Activity Centre (SAC) at campus is a centrally located, dynamic facility designed to foster a vibrant sporting culture and social interaction on campus. Positioned strategically near the NITIE pond and surrounded by key student areas like hostels, the Scholar's Walk, and the Incubation Centre, the SAC serves as a hub for physical activities and social gatherings. The building, with a tentative area of 3000 sq. m., houses a multipurpose arena for indoor sports such as basketball, badminton, kabaddi etc., with a seating capacity for over 300 spectators. Additionally, it features a swimming pool, promoting diverse sporting opportunities for students.

The lower ground floor of the SAC includes a cafeteria that connects seamlessly to the promenade, offering students a scenic spot to relax and socialize. The building's design is both functional and inspirational, with a form that encourages participation in sports and community activities. By integrating pocket spaces and outdoor courts around the promenade and the SAC block, the building not only supports athletic endeavours but also promotes social gatherings, making it a central and lively part of the campus.



1.3.4 Boys' Hostel

The new boys' hostel is strategically located adjacent to the existing one, enhancing the campus's residential facilities. The block is divided into two interconnected buildings forming a "C" shape, rising to G+16 levels. Each floor accommodates 20 units, providing housing for 560 students across 280 units. The building's design centres around a multipurpose courtyard, which not only serves as a green space but also fosters a lively communal atmosphere. Modern amenities, including a dining hall, gym, indoor games area, and TV/AV room, ensure that the hostel meets the diverse needs of its residents while maintaining a balance between privacy and communal living. The Design reflecting a well-planned spatial distribution that maximizes functionality while promoting a vibrant student community.



1.3.5 Girls' Hostel

The girls' hostel is situated southeast of the NITIE pond, offering picturesque views and a serene environment. The block comprises two G+16 buildings aligned opposite each other, each floor of the hostel houses 20 units, accommodating 560 students across 280 units. The central courtyard, where the two wings connect, is designed to foster social cohesion among the residents. This space not only serves as a communal area but also enhances the building's connectivity and flow, creating a sense of community within the hostel. Design focuses on utilizing the available space while maintaining an emphasis on social interaction and connectivity.



Both hostels are designed to integrate seamlessly with the campus, offering modern facilities that cater to the needs of students while promoting a balanced lifestyle. Both hostels connect each other with student activity zone.

1.3.6 Staff Residential Cluster

The campus features six types of residential buildings, each designed to meet the needs of specific user group. The buildings are G+16 structures, consisting of 64 units each. Placed on the eastern side of the site, these buildings are surrounded by lush greenery and vegetation, including kitchen gardens, which enhance the living environment.



The residential cluster is designed with a range of amenities, including a children's play area, sports courts, and a community hall. The strategic placement and height of these buildings offer picturesque views and a serene ambiance, overlooking Vihar Lake and the NITIE Pond.

1.3.7 Director's Bungalow

The Director's bungalow is situated at the footsteps of a hill with a scenic view of Vihar Lake. This G+1 structure Blends traditional and contemporary architectural styles and is surrounded by a dense canopy of trees. Positioned in the northeast corner of the site, the bungalow is separated from the main campus to ensure peace and privacy.



1.3.8 Amphitheatre

The location of Amphitheatre is Northeast of the site. This Amphitheatre is designed using the natural slope of a hill. Oriented towards Iconic view of Vihar Lake. Amphitheatre is separated from the rest of the campus to host large gatherings.



1.3.9 Landscape Intent

IIM site is already covered with dense tropical landscape. Design aim to keep and preserve dense landscape while introducing innovative and sustainable ideas and intriguing in the site.

- 1. Academic block Learning parks** - The banyan trees, rich in history and sentimental significance for the campus, serve as the inspiration for the students. In our culture, banyan trees symbolize knowledge, making them an ideal centrepiece for this contemplative space. The reading pods are thoughtfully designed around the shade of these trees, creating a serene environment for reflection and study.
- 2. Cafeteria and Promenade** – The open cafeteria and promenade surrounding NITIE Pond serve as a vibrant social hub on campus. The design features a blend of landscape and hardscape areas along the pond's edges, creating a visually appealing and inviting space for relaxation and interaction.
- 3. Forest trails on the hilltop and Lakeside pathways** - An ecologically sensitive zone, the forest trails on the hilltop and lakeside pathways offer a rich, immersive experience in nature. These walking trails weave through

dense woods, leading to secluded pocket spaces and an amphitheatre, all designed to evoke the philosophy of wilderness and natural beauty.

4. Urban farming along the slopes – This innovative concept introduces urban farming along the hill slopes, focusing on the cultivation of herbs and organic vegetables. These farms not only enhance regional biodiversity but also make effective use of the steep terrain, contributing to the campus’s sustainable practices.

5. Sport ground and courts – The central sports ground highlights a wide-open space at the heart of the site, surrounded by a peripheral tree. Small open areas in between the trees and nearby buildings are utilized as outdoor sports courts, Kids play area seamlessly integrating recreational spaces such as outdoor courts with the natural landscape.

1.4 Description of works

The following buildings/ structure are proposed for construction. This project is a brownfield project and Construction of Various buildings is to be carried out in sequential manner without interrupting the existing operations of Institute. Therefore, the commencement of individual buildings may be differed due to various reasons i.e. Statuary Clearances/ NOCs, Site clearance for demolition of Existing Buildings, Availability of funds etc. The following group of Buildings are identified in phase wise manner.

Sr. No.	Description	Tentative Construction Area in Sqm	Approx. Amount in Crores
Group-1:			
1	Student Activity Centre	24,750.00	160
2	Residential Type VI		
3	Directors Bungalow		
Group-2:			
4	Boys Hostel	64,164.00	340
5	Residential Type II		
6	Residential Type III		
7	Residential Type IV		
8	Amphitheatre		
9	Fintech & Incubation Centre-Executive hostel		
Group-3:			
10	Girls Hostel	41,481.00	350
11	Residential Type V		
12	Faculty Club/ Community Centre		
13	Entry gate		
14	Upgradation of Existing Gate		
15	Guard Room		
16	Security Checkpost		
17	Sports Changing Room and Toilets		
18	97 steps		
19	Sports Field (1 Basketball Court, 2 Pickle Ball/ Volleyball Courts)		
20	Football/ Cricket Field		
21	Site Development (Plot levelling, Roads, Footpath, Sewer lines, Service trenches, RHW etc.)		
22	Landscape Development		
23	Public Art Works and artefacts		
24	Retaining wall		
25	Compound wall		

Sr. No.	Description	Tentative Construction Area in Sqm	Approx. Amount in Crores
26	Demolition & Disposal (Excluding Salvageable Materials & Royalty)		
Utilities			
27	Receiving Substation		
28	Street Lighting & External Electrification		
29	CCTV Surveillance		
30	UGT Tanks		
31	STP		
32	WTP		
33	Rain Water Tank		
34	OWC		
35	Bio Gas Plant		
36	Swimming pool Filtration		
37	Centralised Chiller Plant		
38	EV Charging Stations/ Vehicles		
39	Renewable Energy - Wind Energy		
40	External civil service connections		
41	External electric service connections		
42	Photovoltaic solar power generation		
44	External Electrification including Substation Equipment 11kv / 22kv / Distribution Sub Station		
45	DG Set		
46	Temporary Office Buildings (Including Buy Back)		

Note:

1. The Structures and the areas/ Costs indicated in above table are tentative and may likely to vary/ omitted as per the requirement of IIM Mumbai and shall be provided during RFP Stage.
2. This project is a Brownfield project hence, the commencement of construction of various buildings may not start at the same time but in phases in staggered manner for running the existing operations of the institute smoothly and availability of Funds.
3. **The date of commencement of building shall be staggered as per schedule of demolition of old structures and on receipt of statutory approvals, sequencing of activities as per functional requirement of the institute.**
4. **The work can only be started for any building once funding sources are approved and clearance to commence the work in that building is issued in writing by the institute.**
5. The Buildings under the group-1 shall be started first after issuance of work order. The tentative date of commencement of Building/ Structures under Group-2 & Group-3 shall be 9 Months & 18 Months (the time period may vary as per the decision of IIM Mumbai) respectively from the commencement of Group-1 buildings. The completion period of each individual building shall be provided at RFP Stage. However, the total duration for completion of construction of project is envisaged to be 48 Months from the date of issuance. The successful bidder in the RFP stage shall mobilize their resources accordingly and no claim regarding the ideal resources and other financial implications shall be entertained.

1.3 Proposal

WAPCOS Limited ("PMC") on behalf of IIM Mumbai ("Employer") invites on-line applications for qualification from resourceful & experienced Bidders having experience in undertaking the Construction of Similar Educational Institutes of National Importance and Meeting the Technical and Financial Qualification Criteria.

1.4 Brief description of the Bidding Process

The Employer has adopted a two-stage bidding process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested Bidders who make an application in accordance with the provisions of this RFQ (the "Applicant"). **At the end of this stage, the Employer expects to announce a list of all qualified Applicants** who shall be eligible for participation in the second stage which in turn will have (Technical Evaluation) and (Financial Evaluation) of the Bidding Process (collectively called the "Bid Stage") comprising of Request for Proposal (the "Request for Proposal" or "RFP"). The Employer (IIM Mumbai) then shall issue the Letter the award to the Successful (L-1) Bidder and the agreement will be signed between the IIM Mumbai & Successful Bidder. IIM Mumbai reserves all the rights to cancel the RfQ stage at any stage or invite Open Tenders during the RFP Stage.

In the Qualification Stage, Applicants would be required to furnish all the information sought in this RFQ. Only those Applicants that are qualified by the Employer would be considered eligible for participation in Price Bid Stage for the Project. **The Applicants are advised to visit the site and familiarize themselves with the Project prior to submission of their bids.** The Bidders will have to submit their technical bid (the "Bid") in accordance with the RFQ and other documents which will be provided by the Employer (collectively the "Bidding Documents"). The Bidding Documents for the Project will be provided only to qualified Bidders on payment of a non-refundable Bid Fee specified in the RFP.

The Bidders are invited to examine the Project in detail and to carry out, at their cost, such studies as may be required for submitting their respective "Applications for Qualification". Any queries or request for additional information concerning this RFQ shall be submitted vide e-mail to the Additional Chief Engineer, INFS-I Division, WAPCOS Limited. The envelopes/ communications shall clearly bear the following identification/ title: considered eligible for participation in Bid Stage for the Project. The Applicants are advised to visit the site and familiarize themselves with the Project prior to submission of their bids. The Bidders will have to submit their technical bid (the "Bid") in accordance with the RFQ and other documents which will be provided by the Employer (collectively the "Bidding Documents"). The Bidding Documents for the Project will be provided only to qualified Bidders on payment of a non-refundable Bid Fee specified in the RFP.

The Bidders are invited to examine the Project in detail and to carry out, at their cost, such studies as may be required for submitting their respective "Applications for Qualification". Any queries or request for additional information concerning this RFQ shall be submitted by e-mail to the Additional Chief Engineer, INFS-I Division, WAPCOS Limited. The envelopes/ communications shall clearly bear the Name of work.

SECTION– II INSTRUCTIONS TO APPLICANT

2. INSTRUCTIONS TO APPLICANTS

- a) Submission of a tender by a tenderer implies that the bidder has read Each Section of RfQ Document, Corrigendum, Addendum and other related correspondence and has made himself aware about the complete scope of work under the tender document. Accordingly, Contract shall be governed by each Section of RfQ Document and all other Conditions mentioned in the RfQ Document.
- b) The Employer desires that the bidders, suppliers, and sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, The Employer, defines, for the purposes of this provision, the terms set forth below:
- i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
 - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

2.1 Scope of Application

- 2.1.1 The Employer intends to receive Applications for Qualification in order to qualify experienced and capable Applicants for next stage of bid process – Bid Stage.
- 2.1.2 The Bids (RFP) will be issued to only those Applicants who pass this first stage of bid process- Qualification Stage.

2.2 Eligibility of Applicants

2.2.1 For determining eligibility of Applicants for their qualification hereunder, the following shall apply:

- A. No Applicant shall make more than one (Multiple applications) applications and in case it is observed that one applicant has made more than one application then all applications made by the said applicant will automatically stand rejected.
- B. No Applicant shall have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) The Applicant and any other Applicant have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant (or any shareholder thereof having a shareholding of more than 26 (twenty six) per cent of the paid up and subscribed share capital of such Applicant) in the other Applicant, is less than 26 (twenty six) per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the

Companies Act 1956 or Government bodies. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary or

- (ii) a constituent of such Applicant is also a constituent of another Applicant or
 - (iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant or any Associate thereof or
 - (iv) Such Applicant has the same legal representative for purposes of this Application as any other Applicant or
 - (v) Such Applicant or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other or
 - (vi) Such Applicant or any Associate thereof has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
- C. An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Applicant in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 1(one) year from the date of Completion of the Project.
- D. Any applicant which has been debarred by the Central / State Government or any entity controlled by it, from participating in Bid for any project and the bar subsists as on the date of Application, would be ineligible to submit an application. Even if the Bar imposed by Central / State Govt. or any entity controlled by it, is stayed or suspended by Competent Court of Law then also the bar will be considered as subsisting and applicant will be ineligible to submit an application.
- E. An Applicant which is deemed by Law unable to pay its debts as they fall due or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of its creditors, or if a receiver, administrator, trustee or liquidator is appointed over a substantial part of its assets, or if under any law or regulation relating to reorganization, arrangement or readjustment of debts, or proceedings are commenced against it or resolutions passed in connection with dissolution or liquidation or any steps are taken to enforce any scrutiny or interest over a substantial part of its assets, or if any act is done or event occurs with respect to the applicant or its assets which under any applicable law has a substantially similar effect to any of the forgoing acts or events, would not be eligible to submit an application.

2.2.2 Qualifying Criteria

To be declared as qualified, an Applicant shall satisfy the minimum qualification criteria mentioned in Clause no. 3.0 of Section-III. For the applicant to get evaluated under Clause 6.0 of Section-III must pass all other criteria in Clause no. 3.0 of Section-III first.

2.2.3 The following conditions shall be adhered to by Applicants while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making do provision for incorporation of the requested information.
- (b) Information supplied by an Applicant must apply to the Applicant.
- (c) in responding to the qualification submissions, Applicants should demonstrate their capabilities and performance in accordance with Minimum qualification criteria and subsequent clauses asking for specific documentary evidence in support of the same to establish that Application is complete in all respects.

2.2.4 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest audited financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Number of Applications and costs thereof

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Site visit and verification of information

Applicants are advised to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

2.5 Acknowledgement by Applicant

2.5.1 It shall be deemed that by submitting the Application, the Applicant has:

- A. Made a complete and careful examination of the RFQ
- B. Received all relevant information requested from the Employer
- C. accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Employer relating to any of the matters referred to in Clause 2.4 above and
- D. Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6 Employer not liable for omission, mistake or error

The Employer shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

2.7 Right to accept or reject any or all Applications/Bids

2.7.1 Notwithstanding anything contained in this RFQ, the Employer reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications / Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefor. If the Employer rejects or annuls all the Bids, it may, in its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Employer reserves the right to reject any Application and/ or Bid if:

- a. at any time, a material misrepresentation is made or uncovered or
- b. The Applicant does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Application.
- c. If such disqualification / rejection occurs after the Bids have been opened, Take any such measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, including the Defect Liability Period, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Contract, and if the Applicant has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Employer to the Applicant, without the Employer being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Employer may have under this RFQ, the Bidding Documents, the Contract or under applicable law.

2.7.4 The Employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Employer shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

2.6 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

2.6.1 GENERAL

Submission of Online Bids is mandatory for this Tender. E-Tendering is a methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, bidders shall use the portal www.etenders.gov.in/e procure. Tender is invited in Single Envelope system, i.e. Technical Bid. Accordingly, bidder is directed to make all formalities and registration on www.etenders.gov.in/e procure website and submit the Technical Bid.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained from website: <https://etenders.gov.in/e procure/app>.

2.6.2 REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/e procure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2.6.3 SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.6.4 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum, Addendum published on the web portal along with tender document before submitting their bids.
- b) Bidder should read the tender document, corrigendum, Addendum and any other related correspondence, carefully to understand the documents required to be submitted as part of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

2.6.5 SUBMISSION OF BIDS

- a) Please uninstall any Java version if installed already. Then go to this link <https://eprocure.gov.in/cppp/jre-windows-i586.exe> and download this prescribed version of java for this portal.
- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- d) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- e) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- f) Bidder should prepare the tender fee / EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- g) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.6.7 ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- c) In case of any discrepancy, the online version of the bids uploaded on CPP Portal shall be considered as final. The clarifications, if sought from the bidder, and submitted by bidder through email / hard copy through courier shall be considered.
- d) The contents of the Technical Bid shall be as detailed under relevant clauses of ITB herein.

3 LANGUAGE OF BID

The Bid and all related correspondence and documents relating to the Project shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

4 AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary.

Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

5 BID VALIDITY PERIOD

The Agency/Bidders shall be shortlisted based on the evaluation criteria mentioned in the RfQ document for a period of 1 year.

SECTION– III

SELECTION AND QUALIFYING CRITERIA & CRITERIA FOR EVALUATION

SECTION-III SELECTION AND QUALIFYING CRITERIA

1.0 SITE VISIT

- The Intending Bidder(s) are advised to inspect and examine the sites at their own cost and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder(s) shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
- The bidder(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- The bidder and any of its personnel or agents will be granted permission by the Employer/ Owner to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and Indemnify the Employer/Owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- **The bidder shall submit the geotagged Photographs of site as proof of site visit along with Technical proposal.**

2.0 PRE-BID MEETING

- Prospective Bidder requiring any clarification of the bidding documents may notify the Employer via email mentioned in RfQ, at least one working day prior to pre-bid meeting. The queries shall be discussed during the pre-bid meeting. Thereafter no further queries/clarifications shall be entertained. The Employer will reply to only those queries which are received before the scheduled time as mentioned above, which are essentially required for submission of bids. The Employer will not reply to the queries which are not considered fit like replies of which can be implied /found in the RfQ or which are not relevant or in contravention to RfQ.
- The pre-bid meeting shall be held at the communication address mentioned in RfQ. The Addendum/ Corrigendum/Replies to pre bid queries as per Pre bid meeting, shall be uploaded on e-portal & Employer's website.

3.0 QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION (Stage-1, Mandatory Criteria)

- Only those Applicants who meet all the eligibility criteria specified hereafter shall qualify for evaluation under this Section-III. Further, for applicant to get evaluated Under Clause 6.0 , it must pass all other Minimum Eligibility Criteria's (Stage-I, Mandatory Criteria). Applications of Agencies who do not meet these criteria shall be rejected. The Applicant's competence and capability is proposed to be established as under;
 - (a) Organizational Capacity and Statutory compliance
 - (b) Technical Capacity
 - (c) Technical Experience
 - (d) Financial Capacity

The intending bidders should only submit bid if he considers himself eligible and possess all the required documents. The Technical Bid shall be uploaded **with colored scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page**

Qualification Criteria's to be submitted along with the Bid

S. No	Minimum Qualification Criteria's	Relevant Document to be attached
QC-1	Authority to Sign the Tender In case of a Limited Company or Corporation, the Application shall be signed by an authorized person holding the Power of Attorney for signing of business proposal. A certified copy of the Power of Attorney shall accompany the Application.	Power of Attorney duly notarized and on a stamp paper of Rs. 100/-, issued for signing the tender documents, make corrections/modifications, to interact with the Employer and act as the contact person, shall be submitted along with Technical Bid.
QC-2	RfQ document fee	Scanned Copy of Fee Paid in any Mode and the Original of offline Instrument before submission date.
QC-3	Indian Registered Company: The bidder should be an Indian Registered Company under Companies Act 1956/2013, Partnership Firm. Joint ventures are not accepted.	Copy of Certificate of Incorporation/ Registration/ Partnership Deed Registration or any other relevant document, as applicable, should be submitted along with a copy of address proof.
QC-4	Registered with Income Tax Department with valid "Permanent Account Number" (PAN)	Valid PAN Card Copy
QC-5	Registered for Goods and Services Tax (GST) with valid GST Registration Number	Valid GST Registration Number Certificate
QC-6	Registered with ESIC	Valid ESIC Registration Certificate
QC-7	Registered with PF department.	Valid PF Registration Certificate and latest PF Challan
QC-8	The Bidders shall have valid ISO Certificates for occupational health and safety (OH&S) management system & quality management systems i.e. ISO 45001 & ISO 9001.	Valid ISO Certificates in the name of Bidder.
QC-9	Bidder shall submit " Financial Information " regarding Turnover, Profit/Loss and Net Worth certificate for Last 5 (five) years ending on the financial year 2023-2024 in Form-A duly certified by Statutory Auditor of the firm/company which must carry UDIN (Unique Document Identification Number) . <ul style="list-style-type: none"> • Profit / loss (after Tax): The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2023-24 duly audited and Attested by the Independent Chartered Accountant. • Turnover: Average annual financial turnover on construction works should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2023-24. This should be duly audited by the Chartered Accountant doing Statutory Audit. • Net Worth: Net worth of the Bidder should be positive during the last financial year 2023-24. The requisite certificates must be certified by statutory auditor of the firm/company. • Bidder shall attach Balance Sheet and Profit & loss Statement, duly audited by Statutory Auditor of the firm for 	Form-A duly certified by Chartered Accountant/ Statutory Auditor of the firm/company which must carry UDIN (Unique Document Identification Number) along with Audited Balance Sheet

S. No	Minimum Qualification Criteria's	Relevant Document to be attached
	<p>last 5 (five) years ending on the financial year 2023-24 in support of Form-A</p> <p>Note: There is no need to upload entire voluminous balance sheet. However, summarized balance sheet (Audited) and summarized Profit & Loss Account (Audited) for last 05 years shall be uploaded.</p>	
QC-10	<p>Solvency Certificate</p> <p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Bank Solvency Certificate issued from a Nationalized / Scheduled Commercial Bank approved by Reserve Bank of India (RBI) should be at least 40% of the estimated cost of the work.</p> <p>Note: This Certificate will be verified from the issuing authority by WAPCOS Limited or its representatives</p>	<p>The Certificate should be issued between the publishing of RfQ document & last date of submission of Bids, including extensions if any and shall be addressed to WAPCOS Limited <u>specific to this Bid submission only and mentioning the name of the work/project</u>. The certificate shall be submitted in original and the colour / B&W copy / scanned copy shall not be accepted. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate. (Form-B).</p>
QC-11	<p>Completed Similar Work Criteria:</p> <p>The bidder should have satisfactorily completed the similar types of works as mentioned below for any Central Govt. /State Govt. / any PSU/ Government Autonomous Body during the last 7 (seven) years (Form-C) ending previous day of last date of submission of tender</p> <p>i) One similar completed work costing not less than 80% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works of order value each not less than 60% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>iii) Three similar completed works of order value not less than 40% of the estimated cost of work.</p> <p>Note: Similar work shall mean "Completion of the project including Design/Engineering, Procurement and Construction for any Mixed Development (Educational Institute & Residential buildings) Project for any Central Govt. /State Govt. / any PSU/ Government Autonomous body under single contract at single location during last Seven years ending last day of the month previous to the one in which bids are invited And The above completed similar projects should have Components including "RCC framed Structure / Pre-Engineered Building including all Civil & MEP works, HVAC, Lifts, Fire Detection, Firefighting, CCTV, STP/ ETP, BMS etc. completed"</p> <p>The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of</p>	<p>The bidder's shall submit Completion Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along-with LOI(s)/W.O(s) from respective Owner(s)/Client(s).</p> <p>Along with Duly filled information in Form-C, Performance Report (Form - D) and Form-D-1.</p>

S. No	Minimum Qualification Criteria's	Relevant Document to be attached
	<p>7% per annum, calculated from the actual date of completion mentioned in the completion certificate to the date of floating of this tender.</p> <p>Components of work executed other than those included in definition of similar work shall be deducted while calculating the cost of similar work. RCC framed structure shall be of RCC slab, beams & columns. The bidder shall submit abstract of cost of work along with supporting documents and certificate issued by the experience issuing authority in support of this.</p> <p>The past experience in similar nature of work and also for additional experience should be supported by certificates issued by the Client's organization. In case, the works / certificates are not verified by the issuing authority, WAPCOS Limited/ IIM Mumbai reserves the right to not consider for the Qualification of Bidders.</p> <p>Note: The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations</p>	
Q-12	<p>The Bidder shall have Experience in Construction of at least one educational institute of National Importance like IIT/ IIM/ AIIMS in India for minimum value of Rs. 100 Crores for any Central Govt. /State Govt. / any PSU/ Government Autonomous Body ending previous day of last date of submission of tender In last 7 Years.</p>	<p>The bidder's shall submit Completion Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along-with LOI(s)/W.O(s) from respective Owner(s)/Client(s).</p> <p>Along with Duly filled information in Form-C & Performance Report (Form - D)</p>
QC-13	<p>The bidder should have completed at least one project consisting of Building with RCC framed structure constructed using MIVAN Shuttering (Aluminium Formwork) with min. height of 45 M/ G+15 Storey for any Central Govt. /State Govt. / any PSU/ Government Autonomous Body. in last 7 years ending previous day of last date of submission of tender (Form-C)</p> <ol style="list-style-type: none"> 1. Mumty and machine room shall not be reckoned in storey. 2. Each basement, stilt constructed in the building shall be considered as a storey. 	<p>The bidder's shall submit Completion Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along-with LOI(s)/W.O(s) from respective Owner(s)/Client(s).</p> <p>Along with Duly filled information in Form-C & Form-D-2.</p>
QC-14	<p>The bidder should have completed at least one project having total Built-up area construction of at least 1,00,000 Sq. m under Single contract for any Central Govt. /State Govt. / any PSU/ Government Autonomous body in last 7 years ending previous day of last date of submission of tender (Form-C)</p>	<p>The bidder's shall submit Completion Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along-with LOI(s)/W.O(s) from respective Owner(s)/Client(s).</p> <p>Along with Duly filled information in Form-C & Performance Report (Form - D)</p>

S. No	Minimum Qualification Criteria's	Relevant Document to be attached
QC-15	The Bidder should have completed at least one project of costing minimum 100 Crores rated with GRIHA 3 Star Rating/ IGBC Silver rating or above for any Central Govt. /State Govt. / any PSU/ Government Autonomous Body PSU in last 7 years (Form-C)	The bidder's shall submit Completion Certificate(s) and GRIHA/IGBC Certification mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along-with LOI(s)/ W.O(s) from respective Owner(s)/Client(s). Along with Duly filled information in Form-C
QC-16	Availability of Plant & Machinery in MMR Region The bidder shall have owned/ Leased Batching plant of min. 30 cum/hr. capacity or above established in MMR Region. (Form-C)	Documentary Proof of Establishment & ownership/ valid Leasing of Batching Plant shall be submitted.
QC-17	Bid Capacity as prescribed in Form-E . The bidding capacity of the Contractor should be equal to or more than the estimated cost of the work put to tender. The bidder should possess the bidding capacity as calculated by the specified formula. The formula generally used is: Available bid capacity = A x 1.5 x N – B, where A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress. N = Number of years prescribed for completion of the work in question. (N=4 Years) B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years. Note: The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the actual date of completion mentioned in the completion certificate to the date of floating of this tender.	The bidder shall furnish statements showing the value of existing commitments and on-going works as well as stipulated period of completion remaining for each of the works separately along with The Bid Capacity Calculation duly certified by the Chartered Accountant.
QC-18	The Bidder should have experience in 5D BIM Modelling with LOD 500 in any EPC contract.	
	Other Documents to be submitted in the Technical Proposal	
a)	Letter of Transmittal For Technical Bid with Declaration by the Bidder on bidder's original letter Head as per given format	As per format given in RFQ Document
b)	List of Projects under execution (Form – C-1)	Form – C-1
c)	Performance Report (Form - D)	Form - D
d)	Verification of Solvency Certificate and Completion & Performance Certificates. Verification should be done from the official email id of issuing Authorities. The bidder will provide official e-mail, Landline number of the Issuing Authorities in prescribed Form-'B-1' with	Form-'B-1'

S. No	Minimum Qualification Criteria's	Relevant Document to be attached
	undertaking. Bidder will ensure the email ids and landline are in working condition.	
e)	Structure & Organization: The bidder will submit Name, address, details of the organization, Name(s) of the Owner/partners/promoters and Directors of the firm/ company as prescribed in Form-F .	Form-F.
f)	Non - Conviction Certificate: The bidder will submit the undertaking regarding “ Non – Conviction Certificate ” as prescribed in Form-H .	Form-H.
g)	No Deviation Certificate: The bidder will submit ‘ No Deviation Certificate ’ as prescribed in Form-I .	Form-I.
h)	Undertaking regarding Blacklisting / Non Debarment The bidder will submit the “Undertaking regarding Blacklisting / Non Debarment” as prescribed in Form-J .	Form-J.
i)	Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017 The bidder will submit the “Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017” as prescribed in Form -K .	Form -K.
j)	Understanding The Project Site The bidder will submit the “Understanding The Project Site” as prescribed in Form –L along with Geotagged Photos.	Form -L
k)	Bidder shall submit Information on litigation history, liquidated damages, disqualification etc. in bidder Letter Head as prescribed in Form-M .	Form-M.
l)	Integrity Pact: The bidder will submit ‘ Consent Letter to execute the Integrity Pact ’ as prescribed in Form-N and Integrity Agreement .	Form-N.
m)	All other documents mentioned in the Evaluation Criteria's.	
n)	All pages of RfQ and Corrigendum/ Addendum issued/ Pre-bid queries reply if any shall be duly signed and stamped and shall be submitted online.	

NOTE: -

1. The above documents shall be submitted by bidder to WAPCOS Limited as per date & time mentioned in RfQ/ CPP Portal, otherwise bids will be rejected.
2. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
3. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

4.0 OFFLINE SUBMISSIONS OF DOCUMENTS

The Bidder shall submit following Document offline in separate envelope clearly labeled as "OFFLINE DOCUMENTS" for the Work (Write Name of Work/Project as mentioned in RfQ) along with Details of Bidders Address, Phone, E-mail on Envelope.

- Original RfQ Document Fee.
- Original Solvency Certificate & Turnover certificate.

NOTE: - The above offline documents shall be submitted by bidder to WAPCOS Limited, Gurgaon as per date & time mentioned in RfQ, otherwise bids will be rejected.

5.0 POST BID CLARIFICATIONS:

1. Bid shall be termed to be under consideration from the opening of the bids, until such time an official announcement of Shortlisting is made. While bids are under consideration, Bidders and their representatives or other interested parties, are advised to refrain from contacting by any means the Employer's/ IIM's personnel or representatives on matters related to the bids under consideration.
2. To assist in the examination, evaluation, and comparison of the Technical Bids, the PMC may, at its discretion, ask any Bidder for a clarification of its bid. The Employer/ PMC representative, if necessary, will obtain clarification of bid by requesting such information from any or all the Bidders either in writing or through personal contact as may be necessary. The PMC request for clarification and the response shall be in writing. No change in the substance of the Technical Bid shall be sought, offered, or permitted.
3. If a Bidder does not provide clarifications of its Bid by the date and time set in the PMC request for clarification, its bid may be rejected.

6.0 EVALUATION CRITERIA

The details submitted by the bidders will be evaluated in the following manner:

- i. The initial criteria prescribed in para 3.0 above in respect of experience of eligible similar works completed, loss, solvency, financial turn over and bidding capacity etc. will first be scrutinized and the bidder's eligibility for the work be determined.
- ii. The bidders qualifying the initial criteria as set out in para 3.0 above will be evaluated for following criteria by scoring method on the basis of details furnished by them.
- iii. The scoring for evaluation mentioned in these columns shall be done as given in Proforma - 1. To become eligible for short listing the bidder must secure at least 70% percent of total score as mentioned in aggregate Scoring method of evaluation:
- iv. The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

Note:

- a. The average value of performance of works for time over run and quality for completed works in Form D-1 shall be taken on the basis of performance report of the eligible similar works.
- b. Performance of works for ongoing works shall be done by selecting not more than any two ongoing works from the list given.
- c. Evaluation of the performance of contractors for eligibility shall be done by the RfQ proving authority on the

basis of documents submitted or a committee constituted by him. All the eligible similar works executed and submitted by the bidders and ongoing works as well for the works with estimated cost put to tender more than 320 crores (Three Hundred Twenty crore) may be got inspected by a committee which may consist of IIM Mumbai/ Architect & WAPCOS Ltd. or any other authority as decided by IIM Mumbai. The marks for the quality shall be given based on this inspection, if inspection is carried out and performance of works as assessed by committee. The Bidder shall arrange for Inspection of such sites on request of PMC/ Employer.

PROFORMA-1: CRITERIA FOR EVALUATION OF THE PERFORMANCE OF BIDDERS FOR PRE-ELIGIBILITY

Sl. No.	Attributes	Max. Marks	Evaluation criteria
(A)	Financial strength	100	
(i)	Average annual turnover in last 3 years with no loss in any two consecutive years in last 5 years	80	(i) 60% marks for minimum eligibility criteria
(ii)	Solvency certificate	20	(ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis
(B)	Experience in similar type of works under Single Contract in India as per Qualification Criteria as per QC-11	100	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis
(C)	The Bidder shall have Experience in Construction of at least one educational institute of National Importance like IIT/ IIM/ AIIMS in India for minimum value of Rs. 100 Crores for any Central Govt. /State Govt. / any PSU/ Government Autonomous Body ending previous day of last date of submission of tender In last 7 Years as per QC-12	25	1) Minimum 1 Project: 5 Marks 2) Additional 5 Marks for each additional project with total maximum 25 marks.
(D)	Experience of High rise Building The bidder should have completed a building with a structure of min. height of 45 M/ G+15 STOREY under one contract for any Central Govt. /State Govt. / any PSU/ Government Autonomous body with MIVAN SHUTTERING in last 7 years as per QC-13	25	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis
(E)	Experience of Built-up Area The bidder should have completed at least one project having total Built-up area construction of at least 1,00,000 Sq. m under Single contract for any Central Govt. /State Govt. / any PSU/ Government Autonomous body in last 7 years ending previous day of last date of submission of tender as per QC-14	25	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis
(F)	Experience in Green Building as per QC-15	25	(i) Minimum 1 Project: 5 Marks (ii) Additional 5 Marks for each additional project with total maximum 25 marks.
(G)	Experience in MMR Region The bidder should have at least one completed/ Ongoing building with a structure under one contract for at least 60% value of the Estimated Cost of work for any Central Govt. /State Govt. / any PSU/	25	(i) Available - 25 marks (ii) Not Available- 0 Marks

Sl. No.	Attributes	Max. Marks	Evaluation criteria																
	Government Autonomous body in last 7 years in Mumbai Metropolitan Region																		
(H)	Availability of Plant in MMR Region The bidder shall have owned/ valid leased Batching plant of min. 30 cum/hr. capacity & above established in MMR Region	25	(i) Owned - 25 marks (ii) Leased- 10 Marks																
(I)	Performance on works (time over run)	25	[TOR = AT/ST, where AT = Actual Time; ST=Stipulated Time in the Agreement plus (+) Justified Period of Extension of Time].Note: Marks for value in between the stages indicated above is to be determined by straight line variation Basis. (See Para 7.0 (v))																
	If TOR =		Score																
			<table border="1"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>> 3.50</td> </tr> <tr> <td>25</td> <td>17.5</td> <td>12.5</td> <td>10</td> </tr> <tr> <td>25</td> <td>12.5</td> <td>0</td> <td>-12.5</td> </tr> <tr> <td>25</td> <td>12.5</td> <td>0</td> <td>0</td> </tr> </table>	1	2	3	> 3.50	25	17.5	12.5	10	25	12.5	0	-12.5	25	12.5	0	0
1	2	3	> 3.50																
25	17.5	12.5	10																
25	12.5	0	-12.5																
25	12.5	0	0																
(J)	Performance of works (Quality) as per assessment in form D-1	25	(Total marks assessed in Form D-1)																
(i)	Completed works	25																	
(ii)	Ongoing works	10																	
(K)	Technical Presentation by the bidder on following: 1) Understanding of Site, complexities, Topography, Understanding of Assignment, Case study of similar projects completed by the bidder. 2) Use of Project Management software and tools and scheduling through MS Project/ Primavera or any other latest software. 5D BIM Modelling with LOD 500 in any EPC contract to be illustrated. (To be presented citing any past project completed by the agency) 3) Experience in Innovative Construction Methodology for faster construction, Minimum impact on operation of existing structures and Students movement during Construction. 4) Resource management (man, material and machinery) planning to be adopted for execution and completion of this project including Material Movement Plant & Planning for Temporary Structures for accommodation, Labour colony.	100	To be evaluated based on the Presentation to be given by the bidders to the committee. 25 Marks 25 Marks 25 Marks 25 Marks																
	Total Marks	500																	

Note:

1. Minimum 350 Marks (70% Marks) out of 500 must be obtained by the Bidder to get technically Pre-Qualified.
2. WAPCOS Limited/IIM Mumbai reserves the right to relax the minimum qualifying marks criteria for shortlisting of Agencies/ Bidders.

7.0 RESULTS

On completion of Bid Evaluation Process, the Employer shall announce in writing and publish the list of the Shortlisted Bidders on the portal.

SECTION - IV

TENDER FORMS

	LETTER OF TRANSMITTAL FOR TECHNICAL BID ALONG WITH DECLARATION
FORM-A	FINANCIAL INFORMATION
FORM-B	SOLVENCY CERTIFICATE
FORM - 'B-1'	CORRESPONDENCE DETAILS OF ISSUING AUTHORITY
FORM - C	DETAILS OF SIMILAR WORKS (COMPLETED)
FORM - 'C-1'	DETAILS OF SIMILAR WORKS (UNDER EXECUTION)
FORM - D	PERFORMANCE REPORT OF WORKS TO BE CONSIDERED FOR ELIGIBILITY
FORM - 'D-1'	ASSESSMENT OF QUALITY FOR COMPLETED AS WELL AS ONGOING WORKS
FORM - 'D-2'	FORMAT OF EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR WORKS.
FORM - E	BID CAPACITY
FORM - F	STRUCTURE & ORGANIZATION
FORM - H	NO CONVICTION CERTIFICATE
FORM - I	NO DEVIATION CERTIFICATE
FORM - J	UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT
FORM - K	UNDERTAKING FOR RESTRICTION UNDER RULE 144(XI) OF GFRS
FORM-L	UNDERSTANDING THE PROJECT SITE
FORM-M	FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION
FORM -N	LETTER FOR INTEGRITY AND INTEGRITY AGREEMENT

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

LETTER OF TRANSMITTAL FOR TECHNICAL BID

To
Additional Chief Engineer
INFS-I Division
WAPCOS Limited
76-C, Institutional Area, Sector - 18
Gurugram-122015, Haryana
Email: wapcosiimm@gmail.com

Subject: Submission of Bids for “Request for Qualification for Shortlisting of the Contractors for Engineering, Procurement and Construction for Development of Indian Institute of Management Mumbai, Vihar Lake Road, Powai, Mumbai”

Sir,

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

- i. I / We acknowledge that the WAPCOS Limited/ IIM Mumbai will be relying on the information provided in the Bid and the documents accompanying the Bid & detailed provided in the enclosed “Forms” for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- ii. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- iii. I/we submit the requisite Solvency Certificate, Completion Certificates, Financial Information's and authorize WAPCOS Limited/ IIM Mumbai to approach the Issuing Authority to confirm the correctness thereof. I/we also authorize WAPCOS Limited/ IIM Mumbai or its representatives to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- iv. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- v. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

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

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

DECLARATION BY THE BIDDER

This is to certify that We, M/s, in submission of this offer confirm that:-

1. Our tender is offered taking due consideration of all factors mentioned in tender documents.
2. We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer.
3. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;
4. We do not have records of poor performance such as abandoning the work, not properly completing the Contract, inordinate delays in completion or financial failures etc.
5. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
6. We are financially sound and have not applied or be under corporate debt restructuring.
7. List of Similar Works satisfying Qualification Criterion as indicated hereinafter, does not include any work which has been carried out by us through a Subcontractor on a back-to-back basis.

Certificate:

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

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF STATUTORY AUDITOR OF BIDDER]

FORM-A: FINANCIAL INFORMATION

Years	Gross Annual turnover on Construction Works	Profit/Loss (After Tax)	Net worth
2019-2020			
2020-2021			
2021-2022			
2022-2023			
2023-2024			

Above Details are being furnished as per the figures in balance sheet for the last five years in respect of M/s(Name & address of firm of bidder), as submitted by the firm to the Income Tax Department.

Date:

**(Signature of Statutory Auditor with Seal)
UDIN No. :**

Place:

[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF ISSUING BANK]

FORM- B: SOLVENCY CERTIFICATE

To
Additional Chief Engineer
INFS-I Division
WAPCOS Limited
76-C, Institutional Area, Sector - 18
Gurugram-122015, Haryana
Email: wapcosiimm@gmail.com

Name of Work: **“Request for Qualification for Shortlisting of the Contractors for Engineering, Procurement and Construction for Development of Indian Institute of Management Mumbai, Vihar Lake Road, Powai, Mumbai”**

This is certify that to the best of our knowledge and information that M/s(name of bidder & address) having marginally noted address, a customer of our Bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

This certificate is issued without any Guarantee or responsibility on the Bank or any of the officers.

(Signature for The Bank with seal)

Name:

Designation:

Power of Attorney No.:

NOTE:

E-mail ID of bank/authorized signatory of bank should be clearly mentioned on the certificate so that genuineness of the certificate can be established via email.

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM – 'B-1': CORRESPONDENCE DETAILS OF ISSUING AUTHORITY

Solvency Certificate/ Completion Certificate

Name of Work: (Name of the Work/ Project)

A. Solvency Certificate

Present address of the Issuing Branch	Official Email Id	Landline no.	Other Contact no.

B. Completion Certificate for similar works

Present address of the Issuing Authority	Official Email Id	Landline no.	Other Contact no.

This is to certify that above information is correct and is gathered from the Issuing Authorities by us for the verification of concerned documents.

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM-C: DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS

Sl. No.	Name of work/ project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address / telephone number of officer to whom reference may be made	Whether the work was done on back to back basis Yes/No
1	2	3	4	5	6	7	8	9	10

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

Date:

(Signature, Name, Designation
of the Authorized signatory with Seal)

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

**FORM - 'C-1': DETAILS OF SIMILAR NATURE OF WORKS UNDER EXECUTION
(Estimated cost put to tender more than 400 crore)**

Sl. No.	Name of work/ project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of works	Slow progress if any and reasons thereof	Name and address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Date:

(Signature, Name, Designation
of the Authorized signatory with Seal)

Place:

[To be submitted by Bidders on Letter Head of Concerned Authority]

FORM-D: PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM 'C'

Performance Certificate

1.	Name of work / project & Location				
2.	Agreement No.				
3.	Estimated (NIT) Cost	Rs.			
4.	Tendered (Awarded) Cost	Rs.			
5.	Date of Start				
6.	Stipulated date of completion				
7.	Actual date of completion				
8.	Amount of compensation levied for delayed Completion, if any				
8.1	Whether case of levy of compensation for delay has been decided or not?	Yes / No			
8.2	If decided, amount of compensation levied for delayed completion, if any.				
9.	Amount of reduced rate items, if any				
10.	Any Litigation during execution of project				
11.	Performance Report :				
	a) Quality of work	Outstanding	Very Good	Good	Poor
	b) Progress of work	Outstanding	Very Good	Good	Poor
	c) Technical Proficiency	Outstanding	Very Good	Good	Poor
	d) Financial Soundness	Outstanding	Very Good	Good	Poor
	e) Resourcefulness	Outstanding	Very Good	Good	Poor
	f) General Behaviour	Outstanding	Very Good	Good	Poor

**(Signature, name and designation
of officer of concerned department)**

Official Email:-

Official Contact Number:

Address of department:

FORM - 'D-1': ASSESSMENT OF QUALITY FOR COMPLETED AS WELL AS ONGOING WORKS

Name of work:

Date of inspection:

Date of submission of report:

A.	General Observation & Operational aspects	Yes/ No
1.	Availability of approval from local bodies in case of Construction of private buildings.	
2.	Availability of approved structural drawing	
3.	Observation on seepage/ leakage in the building	
4.	Whether line & level maintained	
5.	In case of basement, observation on seepage, if any	
6.	Any structural defects / distress observed. If yes give details	
7.	Whether safety measures adopted at site as per CPWD Safety Code and or govt. guidelines are adequate or not	
8.	Whether the welfare facilities provided to labour as per clause 19 H of GCC for CPWD works/ and or govt. guidelines are adequate or not.	
9.	Whether AHU getting automatically switched off and fire dampers closed in case of fire signal	
10.	Whether thimbles used for termination of wires in DBs, EBDs & panels?	
B.	Quality of work	Marks Assessed
1.	Quality of plaster/ finishing	
2.	Quality of RCC/ CC work	
3.	Quality of flooring	
4.	Quality of wood work	
5.	Quality of steel work/ aluminum work	
6.	Quality of plumbing and sanitary installation	
7.	Quality of Workmanship	
8.	Quality of waterproofing	
9.	If cladding done, observation on efficiency/ quality of cladding/ brick work	
10.	Quality of internal electrification work	
11.	Quality of DBs, EBDs & panels?	
12.	Quality of E&M equipment's, panels & feeder pillar	
13.	Quality of fire alarm system / firefighting system	
14.	Quality of Air Conditioning work	
15.	Quality of Sub-station based on complete live diagram, capacitor panel, power factor, insulating Mat, cleanliness, cable termination, earthing pits, earthing of transformer / DG sets	
16.	Any other aspects (To be elaborated)	

Average marks (To be awarded out of 100 marks based on average of marks assessed on each attribute mentioned at B above).

Note:

- All the above parameters may be considered for assessing the overall quality of work executed by the contractor.
- In case, any attribute is not applicable, the same may not be included in assessment and mentioned are not applicable (N/A).
- The works as assessed above shall be converted on a scale of 25/10 marks for completed/ongoing works respectively.
- In case of eligible completed works as well as ongoing works being more than one the maximum marks assigned for completed works and ongoing works will be equally distributed among the works.

[To be submitted by Bidders on Letter Head of Owner or sponsoring organization or Concerned Authority]

FORM - 'D-2': CERTIFICATE OF EXPERIENCE IN SUPPORT OF HAVING SUCCESSFULLY COMPLETED ONE WORK WITH THE MIVAN SHUTTERING (ALUMINIUM FORMWORK) TECHNOLOGY PROPOSED TO BE USED IN THE WORK

1. Name of work / Project & Location:
2. Owner or sponsoring organization:
3. Cost of work in crore of rupees:
4. Date of commencement as per contract:
5. Stipulated date of completion:
6. Actual date of completion:
7. Type of structural system Technology used:
8. Litigation/arbitration cases Pending/in progress with details:
9. Name and address/telephone number of officer to whom reference may be made:
10. Whether the work was done on back to back basis: (yes / no)

Certified that M/s has completed the above work with the MIVAN SHUTTERING (ALUMINIUM FORMWORK) TECHNOLOGY as per details mentioned above.

**(Signature, name and designation
of owner or sponsoring organization
or officer of concerned department)**

Official Email: -
Official Contact Number:
Address of department:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM- E: BID CAPACITY

Name of Work: (Name of the Work/ Project)

Available bid capacity = $A \times 1.5 \times N - B$

Where,

A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the work in question.

B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years.

Existing Commitments & on-going works details:

Description of work	Location	Contract no.	Name of address of Client	Value of Contract (Rs. Cr.)	Stipulated period of completion	Value of remaining work (Rs. cr.)	Anticipated date of completion

NOTE:

The bidder shall furnish statements showing the value of existing commitments and on-going works as well as stipulated period of completion remaining for each of the works separately.

The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited.

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM- F: STRUCTURE & ORGANISATION

S. No.	Particulars	Details
1.	Name & Registered Address of the Bidder	
2.	Address and Email on which correspondence will be made during Tendering & after Award of Work	Name of Person: ...<u>who will sign tender</u> Mobile No. : Email: Address:
3.	Telephone no./Mobile no./Fax no.	
4.	Legal status of the Bidder (attach copies of original document defining the legal status) (a) A Proprietary Firm (b) A Partnership Firm (c) A Limited Company or Corporation (d) A Company registered under company's Act 1956/2013	
5.	Particulars of Registration with various Government Bodies (Attach attested photocopy) Organization/Place of Registration 1. 2. 3.	Registration No. 1. 2. 3.
6.	Names and Titles of Directors with designation as per Legal Status of Company	
7.	Designation of Senior Level Officers authorized to act for this work	
8.	Any other information considered necessary but not included above.	

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM-H: NO-CONVICTION CERTIFICATE

Name of Work: (Name of the Work/ Project)

This is to certify that _____ (Name of the organization), having registered office at _____ (Address of the registered office) has never been convicted or blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that we are not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM-I: NO DEVIATION CERTIFICATE

Name of Work: (Name of the Work/ Project)

This is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Date:

**(Signature, Name, Designation of the Authorized
signatory with Seal)**

Place:

(TO BE SUBMITTED ON Rs. 500/- STAMP PAPER)

FORM-J: UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT

Name of Work: (Name of the Work/ Project)

We hereby Confirm and declare that we, M/s _____, is not blacklisted/De-registered/debarred as per the Debarment of firms notification vide Department of Expenditure, Ministry of Finance, Govt. of India Notification No. F1/20/2018/PPD dated: 02-11-2021.

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM-K: UNDERTAKING FOR RULE 144 (XI) IN THE GENERAL FINANCIAL RULES-2017

Name of Work: (Name of the Work/ Project)

I / we(Name of the Firm) well aware about the Restrictions under RULE 144 (XI) In General Financial Rules (GFR), 2017 on procurement from country which shares a land border with India.. I/ we hereby certify that we are eligible to participate in the tender as per Rule 144 (xi) In The General Financial Rules (GFR), 2017

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

[TO BE SUBMITTED BY BIDDER ON THEIR ORIGINAL LETTER HEAD]

FORM-L: UNDERSTANDING THE PROJECT SITE

Name of Work: (Name of the Work/ Project)

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed. I/ We are well aware about the following:

- Location of the land demarcated for the execution of work and approach/ accessibility to the site.
- Availability of all construction material required for the execution of work.
- Location of the proposed buildings and its allied works on demarcated land.
- Sources from where electric connection is to be taken by contractor at the time of mobilization or other arrangements for electricity is to be made.
- Sources from where suitable water for construction is to be arranged.
- Site clearance and location of matured trees.
- Awareness about the surrounding local conditions, villagers etc.
- Topography, contouring and any other relevant feature like Pond, nallah, hill top etc. of the land where the project is to be executed.
- Nature of the ground & sub-soil of the site and accessibility to the site.
- Location of local electrical supply line and other relevant services
- Hindrances / dispute, if any, which may arise during the execution of work
- The Approach road outside the campus for Construction Material movement.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered while applying for this RfQ. **I/ We are also enclosing the Geotagged Site Visit Photos. I/We shall not be eligible for any claim on the above mentioned aspects.**

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

[TO BE SUBMITTED BY BIDDER ON THEIR ORIGINAL LETTER HEAD]

FORM-M: LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

To
Additional Chief Engineer
INFS-I Division
WAPCOS Limited
76-C, Institutional Area, Sector - 18
Gurugram-122015, Haryana
Email: wapcosimm@gmail.com

Sub: Litigation History, Liquidated Damages, Disqualification for ----- (Name of Work /Project)

It is hereby declared that our firm (Name of firm with address) neither disqualified, nor have any Litigation history and no Liquidated Damage imposed on the firm by any Department.

Date:

**(Signature, Name, Designation
of the Authorized signatory with Seal)**

Place:

Enclosure-I
INTEGRITY AGREEMENT

[To be submitted on Stamp paper of At least Rs.100]

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Indian Institute of Management Mumbai (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **AND**

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the RfQ (NIT No) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for _____ (Name of work) hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

procedures.

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIM Mumbai all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the IIM Mumbai interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach

of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

- (1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM Mumbai

Article 7: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address) Place:

Dated :