

# INDIAN INSTITUTE OF MANAGEMENT MUMBAI

Vihar Lake Road, Powai, Mumbai-400087

# INVITES

RFP

For

Appointment of Consultant/ Architectural Firm for PEER Review of All Architectural Drawings for Construction of New Infrastructure Development project (Phase I) at Indian Institute of Management Mumbai.

NIT No. IIMM/PEERCONSULTANT/2025-26, dated May 26, 2025.

Volume I

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

May 2025

# **BID DATA SHEET**

Name of Organization	Indian Institute of Management Mumbai.
Tender Type (Open/ Limited/ RFP / Auction/ Single)	RFP
Tender Category (Services/ Goods/ Works)	Service
Type/Form of Contract (Work/ Supply/ Auction/Service/	Service
Buy/Empanelment/Sell)	
Is multi-currency allowed	No
Date of issue/Publishing RFP	26/05/2025 at 11:00 Hrs
Document Download/Sale Start Date	26/05/2025 at 11:00 Hrs
Document Download/Sale End Date	05/06/2025 at 15:00 Hrs
Sumission of Pre-bid queries online	29/05/2025 up to 17.00 Hrs.
Reply of Pre-Bid (Publication of Replies)	31/05/2025 up to 17.00 Hrs.
Estimated Construction value of Project including all allied services such as Civil, MEP & other utilities.	Approx. 725 Cr. Excluding GST
Total tentative construction area for which PEER Reviewer is required.	1,34,440 SqM.
Estimated Value put to this Tender	Rs. 20.00 Lakhs (GST Extra)
Last Date and Time for uploading of Bids	05/06/2025 at 15:00 Hrs
Date and Time of opening of Technical Bids	06/06/2025 at 15:30 Hrs
Date Of Technical Presentation	Within a Week from the date of Opening of Technical Bid.
RFP document Fees	Rs.2500.00 /- (GST Extra) (Through e-payment) DD, RTGS.
EMD	Rs. 40000.00/- (Through e-payment/DD/RTGS – Proof of Payment to be attached with the Technical Bid)
Bid Validity days	180 days
Address for communication	Chief Administrative officer, IIM Mumbai, Vihar lake road, Powai, Mumbai 400087
Price Escalation	NIL
Contact No.	022 2803 5200 / 022 2857 3371
Email Address	osd.ips@iimmumbai.ac.in
Bank Details	Bank name - State Bank of India Account Name - IIM Mumbai Main Account Current Account No 10007680096 IFSC code - SBIN0009055 MICR No - 400002117 Branch Name -NITIE Vihar Lake Branch Code – 09055

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

**Bidder/Consultant/PEER Reviewer** means the proprietary firm, firm in partnership, limited company, private or public or corporation who is participating in this bid as a sole bidder as indicate in this document.

**Architect:** M/s Shashi Prabhu & Associates or any other organization appointed by IIM Mumbai.

**PMC:** M's WAPCOS Limited or any other organization appointed by IIM Mumbai

**Construction Agency:** The Construction Agency engaged by IIM Mumbai.

Institute means the Indian Institute of Management, Vihar lake road, Powai, Mumbai 400087

**PEER Reviewer Architect/ Architectural Firm** means the bidder who is selected as per the evaluation process to carry out the PEER Review work.

# SECTION - I: INVITATION OF RFP

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

The construction of IIM Mumbai Campus is to be revamped by demolishing old existing buildings & new buildings like Academic Block, Auditorium, Student Activity centre, fintech centre, research park, executive hostels, Boys & Girls Hostels, Directors & Faculty & Staff residences & other services shall be taken up for construction in the phased manner. In addition, some repair / extra works / renovation also to be carried out in the old infrastructures simultaneously.-

Ws Shashi Prabhu & Associates is engaged as Architect as the Design consultant for preparation of drawings for new infrastructure of IIM Mumbai. Ws WAPCOS Ltd. is engaged as PMC for the construction work of campus infrastructure of IIM Mumbai. It has been desired that the campus should be constructed with the international standard at par with any world class institute.

To ensure adherence to the prescribed standards in the building planning and to ensure fulfillment of IIM Mumbai basic requirements and crosss checking the data assumed by our Architect, IIM Mumbai proposes to select a firm among reputed practicing architect firm / experienced architects for Peer Review of All Architectural drawings, Green Building requirements/ statuaory Compliances being prepared by Appointed Design Architect for proposed New Infrastructure works. Institute is targeting for 4 Star GRIHA Rating/IGBC Platinum for the planned projects.

#### 1 Background

- **1.1.1** The project site encompasses approximately 63 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.
- **1.1.2** 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



# 1.1.3 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.

#### 1.1.3.1 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.

#### 1.1.3.2 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.

#### 1.1.3.3 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.

#### 1.1.3.4 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.

### 1.1.3.5 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.

#### 1.1.3.6 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, amphitheaters, or other unique campus features that take advantage of the natural terrain.



**Conceptual Masterplan of the Campus** 

# 2. Contact information

Provided in the RFP Schedule

# 3. Who can apply

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

# 4. How to apply

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

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

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

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

File – 2: Submittals as given in SECTION – II: TERMS AND CONDITIONS of this document.

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

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

#### 5. How to send the proposal

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

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

**NOTE:** All documents submitted by the bidders in their bid proposals shall become the property of the Institute and may be used without making any reference to the bidders.

For any further clarifications, the bidders can contact the Institute as per the contact details given in the RFP schedule. For any assistance regarding the Central Public Procurement Portal, a 24x7 helpline number (+91-120-4493395, +91-120-4001002 or +91-120-4001005) may be used by the bidders.

# 6. Validity of RFP

The RFP proposal must be valid for a period of at least 180 days from the date of Technical bid opening. It shall be assumed so in case, it is not explicitly mentioned in the proposal. Proposals will be summarily rejected if they are not valid for at least 180 days.

# 7. Last date for submission of bid proposals

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

# 8. Opening of bid proposals

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

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

# (END OF SECTION-I)

# SECTION - II: TERMS AND CONDITIONS

# 1. Aim and objectives of PEER REVIEW CONSULTANT.

The main aim of the Architectural PEER REVIEW CONSULTANT will be to act as a representative architect reviewer of IIM. The peer review Consultant/Firm shall review the All Architectural drawings only. ecompasses a thorough examination of related specifications, engineering calculations, and scope documents, to identify errors, omissions, and areas for improvement, ultimately enhancing project quality and reducing risks, identifying potential issues which may increase cost or dispute/litigation at a later stage.

# (PEER Review of MEP & Structural Drawings are not in the scope of Present tender enquiry).

### The Objectives are:

#### 1. Scope Documents:

Ensuring the project scope is accurately defined, complete, and aligned with project requirements.

#### 2. Calculations and Assumptions:

Reviewing the accuracy and validity of calculations, assumptions, and estimates used in the project.

#### 3. Compliance and Standards:

Verifying that the project adheres to relevant codes, standards, and industry best practices.

#### 4. Potential Issues:

Identifying potential problems, errors, or omissions that could lead to delays, rework, or increased costs or dispute/ litigation at a later stage.

#### Expectation from the peer reviewer ;-

- 1. Project documentation reviewer should ensure the accuracy & completeness of the documents produced for review.
- 2. The purpose of the review should align with the project objectives, stakeholder expectations, and quality standards.
- 3. The peer review consultant must have the appropriate skills, knowledge, and experience to evaluate the document.
- 4. The reviewers should have diversity of perspectives, opinions, and backgrounds to ensure a balanced and comprehensive feedback.
- 5. The feedback should be clear, constructive, and actionable and should be overall towards improving the functionality, energy efficient design of the Campus infrastructure and to check for any ambiguity in the drawings, Area statements etc.
- 6. It is the duty of the Peer review consultant to review that the Architectural Planning should be strictly in accordance with the national building code, IS Code, CPWD Specifications, Publications, Local bylaws & statutory requirements & any other regulations by other statutory bodies whichever is stricter.
- 7. Avoid vague, ambiguous, or subjective comments should be avoided. Nitpicking,

criticizing, or imposing your personal preferences or opinions should also be avoided.

- 8. Reviewer should focus on identifying and explaining the strengths and weaknesses of the document, suggesting specific and realistic improvements, and supporting their feedback with evidence, examples, or references. They should also prioritize the feedback according to the importance and urgency of the issues.
- 9. The reviewer should communicate the feedback in a timely and respectful manner and agree on the actions and deadlines for the revisions. The architect shall implement changes and get it verified by the reviewer who shall ensure that they are done according to the feedback and expectations and it has addressed the issues and improved the quality of the document.
- 10. The reviewer shall complete their review work & submit the report within a week of submission of drawings to them.
- 11. The reviewer should collect and analyse the feedback, results, and outcomes of the review and identify the lessons learned, best practices, and areas for improvement.
- 12. The reviewer should also solicit and provide feedback on the review process itself and evaluate its effectiveness, efficiency, and satisfaction.
- 13. The reviewer should submit their feedback/ report to IIM Mumbai only. IIM Mumbai is the sole authority and may or may not accept any Point / Feedback / Recommendation / Corrections provided by PEER Reviewer based on the rationality of the comments and no dispute regarding the same shall be accepted from the Peer review consultant.
- 14. A typical peer review format includes a summary of the paper, an overall impression, a list of major and minor comments, and specific recommendations for improvement, all presented in a clear and constructive manner.

# 2. Information and guidelines for bidders

# 2.1 General

- 2.1.1 This RFP shall be submitted online only and in two-bid system:
- a) Cover-I: PQ cum Technical-Bid b) Cover-II: Price Bid [BoQ]

This RFP involves Rate quoted by the bidder. A bid from a bidder that provides any financial bid details in Cover-1 shall be summarily rejected.

2.1.2 The applications shall be evaluated by an evaluation committee based on the criteria defined by IIM Mumbai. Letter of transmittal and forms for deciding eligibility are given in the annexures.

2.1.3 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information or if uploaded documents are not legible may result in the bid being summarily disqualified. Bids must only be made as per the process

outlined in this document. Bid proposals sent through any other channels such by post, by email, by telegram, by telex or any other mode other than the Central Public Procurement Portal will not be entertained. Further any bid made after the last date/time of making the proposals shall not be entertained.

2.1.3 The bid should be type-written/computer printed. The bidder (s) should sign each page of the application or the entire PDF file may be digitally signed as per IT Act.

2.1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out by signing, dating and rewriting. Pages of the Eligibility criteria documents are numbered. Additional sheets, if any added by the bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.

2.1.5 References, information and certificate from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer/Project Manager/Client or Authorized signatory of client or equivalent.

2.1.6 The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by IIM Mumbai.

Sr. No.	Name of the building	Area in Sq. m.
1	Student Activity Centre (G+5)	7,943.57
2	faculty Housing type 6 (G+17) - 64 Units	16,225.06
3	Directors Bungalow (G+1)	581.93
4	Boys Hostel 2 (G+17) – 714 Units	21,758.83
5	Staff Housing type 3 (G+17) – 68 Units	7,074.27
6	officer Housing type 4 (G+17) 68 Units	9,955.99
7 Amphitheatre -		
8 Fintech & Incubation Centre-Executive hostel 18,30 (G+17)		18,300.00
9	Girls Hostel (G+17) – 714 Units	26,100.00
10 Academic Block (G+5)		26,200.00
11 Faculty Club/ Community Centre (G+1)		300.00
	Total Area	1,34,440

Note: The above list is tentative and is subjected to change (Increase/ decrease  $\pm 10\%$ ) in terms of Area/ Buildings etc.upom finalisation. However the total Area shall not execeed the area given in the table. The fees shall be fixed throughout the contract period and no change in quoted price shall be acceptable on any account.

#### 3.2 Method of application

3.2.1 If the bidder is an individual, the bid proposals (on each page) shall be signed by him above his/her full type written name and current address.

3.2.2 If the bidder is a proprietary firm; the bid proposals (on each page) shall be signed by the proprietor above his full type written name and the full name of his firm with its current address. 3.2.3 If the bidder is a partnership firm / LLP, the bid proposals (on each page) shall be signed by the partner/authorised signatory above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the later case, a certified copy of the power of attorney should accompany the bid proposals. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

3.2.4 If the bidder is a limited company or a corporation, the bid shall be signed by a duly authorized person holding power of attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of Memorandum of Articles of Association duly attested by a Public Notary.

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

3.2.6 The institute reserves the right to independently verify any of the particulars furnished.

### 3.3 Submittals of RFP

The bidder shall submit the following documents in Cover-I as part of the bid as per format given in **Section IV Forms & Annexures**.:

- a) Duly signed Letter of Transmittal on company's letter head.
- b) Duly certified by CA Financial Information.
- c) Income Tax Return Acknowledgement (ITR-V) for the last 3 years.
- d) Details of similar works (Work orders, completion certificates duly signed by rank not less than Executive Engineer or Equivalent concern authority).
- e) Bidder should not be blacklisted/ debarred by any organization. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.
- f) Bidder shall submit Information on litigation history in bidder Letter Head.
- g) CV of key personnel proposed to be engaged in the project.
- h) Registration certificate with the Council of Architecture (COA) Mandatorily.
- i) Company incorporation Certificate, GST, PAN Details.

#### The bidder shall submit checklist as given below.

S.	Requirement	Specific Requirements	Documents	Documents
No.			Required	Enclosed
1	Legal Entity	The firm should be registered under Indian Companies Act,	of Incorporation	Yes/No
		1956, a partnership firm registered Indian Partnership Act, 1932, or a proprietorship Firm		Yes/No
2	COA Certificate	Valid Registration with the Council of Architecture (COA).	Copy of Registration	Yes/No

3	Turnover	Average Annual Turnover of the firm for the last three financial years (namely, 2021-22, and 2022-23 and 23-24) Should be at least <b>1 Cr.</b>	Accountant with	Yes/No
		The firm should not have incurred loss consecutively two years in the last five financial years (namely 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24) ending on 31-3-2024.	Chartered Accountant with Registration	Yes/No
4	Technical Capability	As per clause no. 3.7		Yes/No
5	Tax Registration	The firm should have a registered number of: (1) GST where the firm is located (2) Income Tax Number, or PAN	(1) GST No.	Yes/No Yes/No

The bidder must submit the following in Cover-II (online on CPP Portal Only):

a) Financial Bid as per format given in Annexure-13 which must be filled online on CPP Portal.

#### 3.4 Final decision-making authority

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

#### 3.5 Particulars provisional

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

#### 3.6 Site visit and Tender Document

It is <u>mandatory for bidder or their/his Authorized representatives to visit the site of work,</u> at his own cost, and examine it and its surroundings and collect all information that the bidder considers necessary for proper assessment of the prospective assignment.

The geotagging of the site visit shall be submitted along with the documents. If Geotagging is not enclosed with the bid documents, the bid shall be liable to rejection.

#### 3.7 Initial criteria for eligibility

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

- 3.7.1 The Consultant Architect shall satisfy following criteria:
- 3.7.1.1 Shall have a minimum of 15 years of experience since registration with the Council of Architecture (COA) Out of which the Consultant Architect must have **at least 10 years** of experience as a principal or equivalent in an architectural firm or institution, with responsibilities in design, planning, and decision-making.
- 3.7.1.2 shall hold a Master's Degree in Architecture from an accredited university. Preference will be given to candidates with degrees from lvy League institution or Architectural school of national repute like IIT Kharagpur, IIT Roorkee, School of planning &

Architecture (Delhi, Bhopal & Vijaywada) CEPT university Ahemedabad, NIT Trichy, NIT Calicut or equivalent etc.

- 3.7.1.3 Shall have received international recognition for their architectural works, including awards, exhibitions, or publications, for at least 1 projects within the past 10 years.
- 3.7.1.4 shall demonstrate experience in reviewing architectural proposals or plans for institutional agencies and/or have been adjudicator on a Jury for a prestigious competition for an institutional or a government or a quasi-government body.
- 3.7.1.5 Shall demonstrate experience in reviewing architectural proposals or plans for institutional agencies.
- 3.7.1.6 The Consultant Architect may have active involvement in architectural or planningrelated activities. (Desirable).
- 3.7.1.7 Shall have held a significant academic position (e.g., Program Director or higher) at an internationally recognized education institution within the last 7 years, (Relevant proof like appointment letter & salary slip & form 16 to be submitted by bidder).
- 3.7.1.8 Desirable (non-mandatory): The Consultant Architect (e.g., Program Director or higher) must have a proven record of authorship or co-authorship of books, scholarly papers, or research in urban planning and architecture, published in reputable academic journals, conferences, or professional platforms (Relevant proof to be submitted). Preferable
- 3.7.1.9 Desirable (non-mandatory): The Consultant Architect must have been invited to deliver lectures or talks on architectural design at universities or professional events globally. Preference will be given to participation in government or quasi-government urban planning conferences and talks on prestigious international platforms (Relevant proof to be submitted). preferable
- 3.7.2 The Bidder Should have successfully Completed/ Ongoing similar services for **PEER REVIEW for** the similar works/Projects of Central Universities/Institutes, IIT's, IIM's, Hostels, College campus, etc. The value of individual Building for which PEER Review is done by the bidder shall not be less than 10 Cr.

"Similar work" in these criteria means "**PEER REVIEW for** Master Planning & Architectural Design for Residential or Non-Residential Buildings including campus development Works for Central Universities/Institutes, IIT's, IIM's, Hostels, College campus (All Govt./Private corporate houses/Society owned works may be considered).

The executed works should be in the sole name of firm/bidder. The works executed in joint ventures of any other kind shall not be accepted as similar work.

The bidder's performance for each work completed in the last seven years ending previous day of last date of submission of bid should be certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent. For other works certificate duly notarized may be considered.

- 3.7.3 The bidder should have had average Annual Financial turnover of **Rs. 1.00 Cr** during the **last Three** financial years ending at FY 2023-2024, duly certified by Chartered Accountant.
- 3.7.4 An undertaking on ₹100 stamp paper (notarized) must be submitted, affirming that the Consultant Architect/Architectural Firm or its partners are not blacklisted by any government agency and that the submitted documents are true and authentic.

3.7.5 The PEER Reviewer should have a full-fledged running office within MMR Region.

# 3.8 Evaluation criteria

3.8.1 The details submitted by the bidder will be evaluated in the following manner.

The initial criteria prescribed in Para 3.7 above in respect of experience of eligible similar class of works completed, key personnel and financial turn over will first be scrutinized and the bidder's eligibility for the work be determined.

# 3.8.1.1 deleted

3.8.1.2 The bidder's qualifying the initial criteria as set out in Para 3.7 above will be evaluated for following criteria by scoring method as specified in Annexure-3 on the basis of details furnished by them:

3.8.1.4 The bidder will be given marks based on the **Annexure 3: Criteria for evaluation** of the performance of bidder for pre-eligibility on the basis of documents submitted by the bidder and their presentation by Technical Expert Committee formed by the Institute.

3.8.1.5 The technical score shall be computed based on the marks obtained Annexure-3. The total marks obtained for Technical proposal shall be called Technical Points (TP). The Technical Score (TS) of proposals shall be determined by the formula TS=100X TP/TPmax which shall yield a technical score of 100 for the bidder getting highest technical points (TPmax). The Minimum Technical marks required to be technically qualified shall be atleast 70 Marks.

3.8.1.6 The lowest financial proposal (FP) shall be given a financial score (FS) of 100 points.

Final selection of the Consultant will be based on the combined total of their Technical and Financial Scores, with 80% weightage given to technical score and 20% weightage given to financial score.

The financial score (FS) of other proposals will be determined using the formula: FS=100xFP/F, in which FS is the financial score, FP is the lowest fees quoted among all bidders, and F is the fees quoted by a bidder.

3.8.1.7 Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights. The weightage given to the technical and financial proposals will be 0.80, and 0.20 respectively. The Combined Score shall be calculated using the following formula:  $S = TS \times 0.80 + FS \times 0.20$ 

3.8.1.8 The work will be awarded to the bidder who scores highest combined scores.

3.8.19 The Institute, however, reserves the right to restrict the list of such qualified bidders to any number deemed suitable by it.

3.8.1.10 Evaluation of the performance of bidders for eligibility shall be done by an evaluation committee to be appointed by IIM Mumbai based on the criteria defined and on the basis of documents submitted.

3.8.1.11 Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has

a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria documents.

b) Record of poor performance such as abandoning work, not properly completing the contract, financial failures/weaknesses or inadequate deployment of resources etc.

# 3.9 Financial information

- 3.9.1 Bidder should furnish the following financial information:
- 3.9.1.1 Annual financial statement for the last Three financial years (ending at FY -24).

#### 3. Experiences of similar works

- 4.1 Bidder should furnish the following.
- 4.1.1 List of eligible similar work successfully Completed / Ongoing during last seven years and ongoing works.
- 4.1.2 Particulars of completed works and performance of the bidder duly authenticated/certified by an officer not below the rank of Executive Engineer/ Project Manager or equivalent, should be furnished separately for each work completed.

### 4.1 Organization information:

Bidder is required to submit the information in respect of his/her/their organization. Brief CV (indicating name, age, educational background, chronological list of experience, list of key projects for which the exposure is available etc.) of key personnel and their roles envisaged in this project are required to be submitted for evaluation.

#### 4.2 Letter of transmittal:

The Bidder should submit the letter of transmittal (Annexure 1) attached with the document

# 4.3 Opening of bid:

After evaluation of pre-qualification documents, a list of shortlisted bidders will be prepared as per 3.7(Initial criteria for eligibility). All the shortlisted bidders will have to make presentation before an evaluation committee appointed by IIM Mumbai on a date intimated later. The bidder shall deliver the presentation along with the project manager who will be heading the project.

#### 4.4 Presentation

The presentation must be made on organisation strength which shall be judged for the parameter as listed below

- a) Understanding of project and overall plan for the proposed consultancy services as indicated in the scope of work.
- b) Case study of previous project and the comments offered/ measures adopted by Peer review consultant that saved cost and optimized design.
- c) Experience/ Knowledge of Local Bylaws, Green Building (IGBC/LEED)

Signed copy of the presentation should be submitted at the time of presentation.

#### 4.5 Award criteria

4.5.1 The work will be awarded to the bidder who scores highest combined score as mentioned in para 3.8

4.5.2 IIM Mumbai reserves its right, without being liable for any damages or obligation to inform the bidder to:

- a) Amend the scope of work and value of contract.
- b) Reject any or all the applications without assigning any reason.

4.5.3 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the Institute would result in rejection of his bid. Canvassing of any kind is prohibited.

#### 4. General Terms & conditions of contract

4.1. PEER REVIEW CONSULTANT Personnel

### 4.1.1. General:

The PEER REVIEW CONSULTANT shall also bind to the confidentiality of the Services performed by them under this PEER REVIEW CONSULTANT Contract.

### 4.1.2. **Description of Personnel:**

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the PEER REVIEW CONSULTANT Key Personnel are to be furnished.

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

Except as IIMM may otherwise agree no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the PEER REVIEW CONSULTANT, it becomes necessary to replace any of the Personnel, the PEER REVIEW CONSULTANT shall forthwith provide as a replacement a person of equivalent or better qualifications.

#### 4.2. Insurance to be taken out by the PEER REVIEW CONSULTANT.

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

#### 4.3. PEER REVIEW CONSULTANT's Actions requiring prior approval of IIMM

The PEER REVIEW CONSULTANT shall obtain the prior approval of IIMM in writing before taking any of the following actions:

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

### 4.4. Taxes and Duties

**4.4.1.** The PEER REVIEW CONSULTANT and their Personnel shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the PEER REVIEW CONSULTANT Cost Quoted, except GST which shall be quoted separately.

### 4.5. Notices

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

### 4.6. Authorized Representatives

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

- For IIMM: CAO
- For the PEER REVIEW CONSULTANT..... (Enclose Authorization by Authorized Signatory of the PEER REVIEW CONSULTANT Agency)

### 4.7. Termination by IIMM

- 5.7.1 IIMM may terminate this PEER REVIEW CONSULTANT Contract, by not less than thirty (30) days' written notice of termination to the PEER REVIEW CONSULTANT, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 5.7 and sixty (60) days in the case of event referred to in (e) below:
- a) If the PEER REVIEW CONSULTANT fail to remedy a failure in the performance of their obligations and deployment of technical personnel as stipulated under the Contract within thirty (30) days of receipt after being notified or within such further period as IIMM may have subsequently approved in writing. This action is without prejudice to other penal provisions in the agreement.
- b) If the PEER REVIEW CONSULTANT become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take- advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) If the PEER REVIEW CONSULTANT submit to IIMM a statement which has a material effect on the rights, obligation or interests of IIMM and which the PEER REVIEW CONSULTANT know to be false.
- d) If, as the result of Force Majeure, the PEER REVIEW CONSULTANT are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e) If IIMM, in its sole discretion and for any reason whatsoever, decides to terminate this PEER REVIEW CONSULTANT Contract.

# 4.8. Termination by the PEER REVIEW CONSULTANT

- 5.8.1 The PEER REVIEW CONSULTANT may, by not less than thirty (30) days' written notice to IIMM, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 5.8.1, terminate this Contract:
  - a) If IIMM fails to pay any money due to the PEER REVIEW CONSULTANT pursuant to this PEER REVIEW CONSULTANT Contract and not subject to dispute pursuant to Clause 5.25 hereof within forty-five (45) days after receiving written notice from the PEER REVIEW CONSULTANT that such payment is overdue;
  - b) If, as a result of Force Majeure, the PEER REVIEW CONSULTANT are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

#### 4.9. Payment upon Termination

- a) Upon termination of this Contract pursuant to Clauses 5.7 or 5.8 hereof, IIMM shall make thefollowing payments to the PEER REVIEW CONSULTANT (after offsetting against these payments any amount that may be due from the PEER REVIEW CONSULTANT to IIMM)
- b) Remuneration pursuant for Services satisfactorily performed prior to the effective date oftermination; and
- c) Reimbursable expenditures pursuant for expenditures actually incurred prior to the effective date of termination.
- d) The IIMM shall not be liable to pay any bonus, damage or other claims of the PEER REVIEW CONSULTANT for the loss of expected profit or interest in uncompleted portions of the work and services.
- e) In the event of termination of Contract, the PEER REVIEW CONSULTANT shall furnish to IIMM all the design, drawings, data, documents and details as exist with him till that date.
- f) Amicable settlement of Disputes: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

#### 4.10. Idle Claim

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

#### 4.11. Fairness & Good Faith

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

#### 4.12. Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties

will use their best efforts o agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject o arbitration in accordance with Clause **4.20** of RFP.

# 4.13. Change in the Applicable Law:

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

# 4.14. Suspension of Services

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

# 4.15. Foreclosure of the Contract

It shall be within the authority of IIMM, at any time after acceptance of the bid or during the execution of the work, to foreclose or reduce the scope of the work, for any reasons whatsoever, either partly or wholly by giving the written notice not less than 15 days to the PEER REVIEW CONSULTANT. In suchan event, the PEER REVIEW CONSULTANT shall have no claim whatsoever on account of any profits (s) or advantage(s) which the PEER REVIEW CONSULTANT might have derived from the execution of work in full but for the reasons of the foreclosure of the whole or part of the work. However, the PEER REVIEW CONSULTANT shall be paid at the contract rates for the Services performed by him and the amount certified by the `IIMM'.

# 4.16. Abandonment of Work

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

# 4.17. Project Organization

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

# 4.18. Rights of other Agencies

a) Other agencies may also be simultaneously working within and around the locations/areas designated to carry out the Assignment. No extra claim during the tenure of the work will

be entertained by IIMM for hindrances on account of such interfaces with other/allied agencies.

# 4.19. Dispute Settlement Mechanism:

- a) Any dispute between the Parties as to matters arisingpursuant to this Contract which cannot be settled amicably within thirty (30) days after receiptof a notice by one Party, the request for such amicable settlement may be submitted by either Party for settlement in accordance with the following provisions:
- b) Any dispute or difference at any time arising between the IIMM and the Consultant as to the construction, meaning or effect of the Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Chairman, Board of Governors, IIMM, who shall decide the case in accordance with the contract provisions and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or reenactment theretoor thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai.

### 4.20. Obligations of the PEER REVIEW CONSULTANT

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

#### 4.21. Confidentiality:

The PEER REVIEW CONSULTANT, his Sub-consultants and the Personnel of either of them shall notdisclose any information and data furnished to him by IIMM to any third party nor shall discloseany drawings, reports, specification, manuals and other information developed and prepared for IIMM by the PEER REVIEW CONSULTANT and his Sub-consultants and the Personnel of either of them, without priorwritten approval of IIMM.

# 4.22. Performance Guarantee and Retention Money

#### **Performance Guarantee**

a) In the event of any PEER REVIEW CONSULTANT getting selected for the work, the PEER REVIEW CONSULTANT will have to pay thePerformance Guarantee (PG) @ 3% (Three percent) of the bid value of the consultancy. The PEER REVIEW CONSULTANT shall submit an irrevocable Performance Guarantee of 5% (five percent) within 15 (fifteen) days from the date of issue of letter of acceptance. The period for submission can be extended by IIMM up to a maximum period as (7) (seven) days on written request of the PEER REVIEW CONSULTANT stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any Scheduled Bank / Banker's Cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any scheduled

bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. (Annexure II.2) In case a fixed deposit receipt of any Bank is furnished by the PEER REVIEW CONSULTANT to IIMM as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the PPEER REVIEW CONSULTANT and the PEER REVIEW CONSULTANT shall forthwith on demand furnish additional security to the IIMM to make good the deficit.

- b) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the PEER REVIEW CONSULTANT shall get the validity of Performance Guarantee extended to cover such extended time for completionof work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the PEER REVIEW CONSULTANT, without any interest. Further, Performance Guarantee will be released within 30 days after successful handing over of the work by the contractor.
- c) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the IIMM is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- d) Failure by the PEER REVIEW CONSULTANT to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full-amount of the Performance Guarantee.
- e) Failure by the PEER REVIEW CONSULTANT to pay IIMM any amount due, either as agreed by the PEER REVIEW CONSULTANT or determined under any of the Clauses/Conditions of the agreement, within 30 days of the serving of notice to this effect by Engineer-in-Charge.
- f) In the event of the contract being determined or rescinded on account of default on the part of PEER REVIEW CONSULTANT under provision of any of the Clause/Conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the IIMM.
- g) The PEER REVIEW CONSULTANT throughout the contract period shall perform with due diligence and proper application of mind and good faith all the activities covered under the scope of assignment. Upon determination of any failures/lapses attributable to the PEER REVIEW CONSULTANT in this regard **such as non-deployment of technical staff, delay of completion** or causes financial or any other damage in the interest of IIMM, by breach of any of the terms of PEER REVIEW CONSULTANT contract. IIMM shall after issue of 10 days' notice shall encase partly or fully, at its own discretion, the Performanceguarantee. Upon the action of IIMM the PEER REVIEW CONSULTANT shall completely or partly forfeit the performance guarantee amount at the sole discretion of Director IIMM whose decision shall be final and binding, and the same shall be absolutely at the disposal of IIMM.

# **Retention Money/Security Deposit**

The Engineer-in-Charge shall retain **2 % (Two percent**) of the gross amount of each RA bill/invoice submitted by the PEER REVIEW CONSULTANT as retention money. The retention money shall be released to the PEER REVIEW CONSULTANT after the successful completion & certification of as built drawings by the peer Reviewer subject to the fulfillment of all contractual obligations.

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

# 4.23. Relation between the Parties

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

# 4.24. Transfer of interest

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

# 4.25. Office Space for PEER REVIEW CONSULTANT

The PEER REVIEW CONSULTANT consultant is to make its own arrangements for office space, Computer, Software & Hardware and transport vehicle. The cost towards the same shall be part of financial bid.

# 4.26. Price Variation / Escalation

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

# 4.27. Validity of agreement

The project work Shall be commenced for construction in Phases by IIM Mumbai depending on the requirement & availability of fund. The buildings & structures are divided in to 3 groups & their commencement time is different. Therefore, the Architectural Drawing for PEER Review shall be provided in a phased manner.

The validity period of the agreement is initially for (phase I) 6 months for PEER Review & can be extended further based on the performance of the party on mutually agreed terms & conditions. IIM Mumbai's decision in this regard shall be final & binding. The total construction period is 48 months.

This agreement may be extended by IIM Mumbai maximum until the completion of work & preparationof as built drawings.

# 4.28. Article 1: Commitment of the Principal/Owner

a) The Principal/Owner commits itself to take all measures necessary to prevent corruption

and to observe the following principles:

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

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

- a) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIMM / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- b) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- c) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- d) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- e) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- f) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- g) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- h) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- i) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by orcausing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- j) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

#### 4.30. Article 3: Consequences of Breach

- a) Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:
- b) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- c) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the consultant has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- d) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder 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.

#### 4.31. Article 4: Previous Transgression

- a) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or anyother Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- b) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing

of the Bidder/ Consultants as deemed fit by the Principal/ Owner.

c) If the Bidder/ **Consultants** 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.

### 4.32. Article 5: Equal Treatment of all Bidders/Consultants

- a) The Bidder(s)/ **Consultant**(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 downin this agreement/Pact by any of its Subcontractors/sub-vendors.
- b) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and **Consultants**.
- c) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### 4.33. Article 6- Duration of the Pact

- a) This Pact begins when both the parties have legally signed it. It expires for the Bidder with the tenure of the Contract.
- b) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIMM.

#### 4.34. Article 7- Other Provisions

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

# 4.35. Article 8- Legal and Prior Rights

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

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

(signature, name and address)

Place:

Dated:

(END OF SECTION – II)

# SECTION - III: SCOPE OF SERVICES

### 1. Detailed Scope of Work of PEER REVIEW CONSULTANT:

The Scope consists of work of Peer review of documents like Design Basis Report, All Architectural drawings, Green Buildings/ Statutary Compliances prepared by Our Design Architect/PMC for proposed New Infrastructure works for INDIAN INSTITUTE OF MANAGEMENT MUMBAI, Vihar Lake Road, P.O. IIM Mumbai, Powai, Mumbai 400087 for Phase-1.

#### 1.1 Review of all design, Drawings, specifications documents:

- a) Design Basis reports, Architectural Drawings including Site plans, layout plans, Floor plans, elevations, and sections,
- b) Circulation, access, and egress design
- c) Barrier-free design for universal accessibility
- d) Ensure conformance with NBC (National Building Code), DCR (as applicable), Local Development Control Regulations, Structural safety guidelines (including fire safety provisions).
- e) All design and specifications (Architectural components and Finishes) shall be reviewed as per the development standards and requirements;
- f) Checking the validity of assumption made by the architect / designer as per relevant IS Code / prevailing practice.
- g) Assess design and layouts for functionality, space optimization, user-friendliness, and future flexibility.
- Review of Land Plans and Acquisition schedules, preparation of EIRR, Socio- Economic Survey, identification of various clearances required such as Environmental Clearance, CRZ clearance, Forest clearance, approvals from Railway, approval of Tree authority and or any other agency /any other clearance as may be required, etc.
- i) Review of detailed survey, topography survey etc.
- j) Review of various clearances such as Environmental Clearance, CRZ clearance, Forest clearance, approvals from Railway, approval of Tree authority and or any other agency /any other clearance required for the project.
- k) Prepare and arrange Power Point or similar Presentations on this project at various forums/ locations as per the directives of IIMM.
- Attending all meetings about this project at various places and prepare minutes of all such meetings.
- m) Represent IIMM in the concerned court of law in all cases pertaining to this project as and when such cases crop up during the period of the consultancy contract, as per the directives of IIMM.
- n) To review the project in consultation with the Architect/their representative for compliance with:
  - GRIHA / IGBC / LEED (as applicable to the project)
  - Passive design principles and energy efficiency.
  - Use of sustainable and environment-friendly materials.
  - Water and waste management strategies
  - Renewable energy systems (solar, etc.)
  - Suggest improvements to achieve targeted certification levels.

- o) To Review in consultation with the Architect for compliance with applicable national, state, and local statutory requirements including:
  - Environmental Clearance (EC)
  - Fire NOC
  - Airport Authority Clearance (if applicable)
  - CRZ/Heritage regulations (if applicable)
  - Tree Authority, Sewage Board, and other utility bodies
- p) To review & Identify any missing or outdated approvals and review the applications/ Approval received.
- q) To suggest any latest technology/material which may be used as an alternative for implementation in making the institute a world Class infrastructure.

### 1.2 Reporting & Deliverables

- Inception Report outlining methodology and timeline
- Interim Comments/Observations with marked-up drawings
- Final Peer Review Report summarizing all observations, compliance checklists, and actionable recommendations
- Presentation to IIM Mumbai and PMC/Consultant team, if required.
- The PEER Review Consultant should be available to the institute for various coordination meetings during Preconstruction as well as construction stages.
- 1.3 Any other documents/Drawing required for the project and considered necessary for peer review by the client. The team of PEER REVIEW CONSULTANT on the role of it, will comprise of the following at the minimum:

S. No.	Designation	Min. Qualification	Min. Relevant Experience	-No
1	Senior Architect	Masters in Architecture	10 years	1
2	Other architect and interior designers	B Arch	07 Years	1

- 1.4 The PEER REVIEW CONSULTANT shall be responsible for accuracy of all the documents provided by them. For the work the advice and/or opinion, if any, provided shall be with documentary proof of standards/laws/codes etc. However, the role of PEER REVIEW CONSULTANT is advisory in nature and final decision for execution of work will be of the Engineer-in-charge / PMC / IIM MUMBAI.
- 1.5 PEER REVIEW CONSULTANT shall submit non-compliance report to IIM Mumbai on regular basis and advance copy of same may also give directly to executing agency.
- 1.6 The PEER REVIEW CONSULTANT shall submit all required reports as described in the scope of work.
- 1.7 All reports, presentations and other documents to be submitted in fulfilment of the scope of services, shall be as following.

- 1.8 Three sets of printed copies, soft copies in the formats and scales as directed from time to time by the Institute or its authorized representative.
- 1.9 All documents, reports and any other documents submitted in fulfilment of the scope of services shall be prepared strictly as per provisions and guidelines issued by the IIM Mumbai, and also in accordance with the best practices and codes as applicable to such development.

# 2. Deleted

#### 3. Schedule of Payment

3.1 Payment for PEER REVIEW CONSULTANT will be made commensurate to the payments made to the construction agency engaged by PMC / IIM MUMBAI.

S. No.	Activity	% of Total Quote Fees
1	Peer review of Architectural & Masterplan	15% quoted fees building wise
	DBR etc.	(Proportionate to Built up area)
2	Draft Peer review of consultant for All	
	Architectural Drawings and submission of	proportionate to building wise built
	report	up area)
3	Final PEER Review & submission of	
	report.	of peer review of these activities
4	On sucessful Completion of total work	10% of the quoted fees.
	(after 2 months)	

3.2 No Advance payment shall be made by IIM Mumbai.

3.3 The payment shall be made to the PEER REVIEW CONSULTANT Consultant based on fulfilment of obligations as per the agreement. The rates are inclusive of all charges but exclusive of GST. However, Government taxes as applicable shall be deducted at source on the amount paid at the prevailing rates. IIM Mumbai shall issue a certificate of tax deducted at source (TDS) in due course of time if required by PEER REVIEW CONSULTANT Consultant.

# 4. Compensation for deficiency in services

4.1 In event of total default/failure by the PEER REVIEW CONSULTANT Consultant in providing the services, IIM Mumbai reserves the right to get the services executed by any other party at the risk and cost of the PEER REVIEW CONSULTANT Consultant. The following activities shall attract compensation which shall be deducted from the scheduled bill for consultancy services:

S.N.	Activities	Compensation
1	Report	If there is any delay in submission of reports, IIM Mumbai
	Submission	may impose a penalty by deducting upto 0.1% of Contract
		Amount per report per week of delay. (Maximum 0.25% of
		the Contract Amount per report)
2	Performance	If the service of any team member provided by the PEER
	of the team	REVIEW CONSULTANT Consultant is not acceptable to the
	members	IIM Mumbai, PEER REVIEW CONSULTANT Consultant to
		be obliged to replace the team member within 07 days of
		given such notice. If PEER REVIEW CONSULTANT
		Consultant fails to quickly deploy/ replace a team member
		as instructed, IIM Mumbai may make temporary
		arrangement. The temporary deployment/replacement of

S.N.	Activities	Compensation
		person shall be paid by IIM Mumbai with commensurate reduction of 1.5 times payments made by IIM Mumbai from the fee payable till PEER REVIEW CONSULTANT Consultant provides an acceptable replacement/ team member.

#### 5. Effectiveness and duration of the agreement

Contract will commence from 7th day of issue of the work order and will remain effective till the actual completion of the work. The Peer reviewer shall submit his report within 15 days of the details submitted to them compulsorily.

The overall contract period shall be 3 month.

(END OF SECTION - III)

#### SECTION – IV: ANNEXURES AND FORMS

This section provides letter of transmittal, criteria for evaluation, various forms, formats for monthly PEER REVIEW CONSULTANT reports and intimation of deviations and draft agreement that the selection bidder will have to sign with IIM Mumbai.

Bidders are required to carefully examine them and ensure compliance to all submittals that they need to provide along with their bid proposals.

#### Annexure 1: Letter of transmittal

From: -

To, Chief Administrative Officer, IIM Mumbai Vihar Lake Road, Powai, Mumbai-400087

# Subject: Appointment of Consultant/ Architectural Firm for PEER Review of All Architectural Drawings for Construction of New Infrastructure Development project (Phase I) at Indian Institute of Management Mumbai.

Sir,

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

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

	Name of work	Certificate from
1.		
2.		

(add as many rows as needed)

#### Certificate

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

Enclosures:

Date of submission:

Seal and Signatures of bidder.

### Annexure 2: Guidelines for submission of online bid proposals

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

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

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

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

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

# Annexure 3: Criteria for evaluation of the performance of bidder for pre-eligibility

Sr. No.	Evaluation Criteria	Maximum marks (out of 100) Evaluation
1	The Consultant Architect must have a minimum of 15 years of experience since registration with the Council of Architecture (COA) Out of which the Consultant Architect must have <b>at least 10 years</b> of experience as a principal or equivalent in an architectural firm or institution, with responsibilities in design, planning, and decision-making	Minimum experience as principal Architect or equivalent in an architectural firm a) 15 years & above – 25 Marks b) 10 years to 15 Years – 17.50 Marks
	(Max 25 Marks).	7.5 Marks for each award (Max 15
2	The Consultant Architect must have received international recognition for their architectural works, including awards, exhibitions, or publications, within the past 10 years (Max. 15 marks).	Marks).
3	The Bidder Should have successfully Completed / Ongoing services for PEER REVIEW for the similar works/Projects of Central Universities/ Institutes, IIT's, IIM's, Hostels, College campus, etc. for builsding work not less than 10 Crores in last 7 years. "Similar work" in these criteria means " <b>PEER REVIEW for</b> Master Planning & Architectural Design Residential or Non-Residential Buildings including campus development Works for Central Universities/ Institutes, IIT's, IIM's, Hostels, College campus (All Govt./Private corporate houses/Society owned works may be considered). The executed works should be in the sole name of firm/bidder. The works executed in joint ventures of any other kind shall not be accepted as similar work (Max 20 Marks).	10 Marks for each Similar Project (Max 20 Marks).
4	Financial Strength (Max 10 marks) The bidder should have had average Annual Financial turnover of Rs. 1 Cr. during the last Three financial years ending at FY-2024, duly certified by Chartered Accountant.	a) Above 2 Crores- 10 Marks b) 1 Cr. To 2 Cr – 7 Marks.
5	The Consultant Architect must have held a significant academic position (e.g., Program Director or higher) at an internationally recognized education institution within the last 3 years, with substantial involvement in	lf yes 5 Marks If no – 0 Marks

Sr. No.	Evaluation Criteria	Maximum marks (out of 100) Evaluation
	curriculum development, research, and student outcomes.	
6	The Consultant Architect (e.g., Program Director or higher) must have a proven record of authorship or co-authorship of books, scholarly papers, or research in urban planning and architecture, published in reputable academic journals, conferences, or professional platforms.	lf yes 5 Marks If no – 0 Marks
7	Power Point Presentation (to be evaluate by a committee appointed by IIM Mumbai) (Max. 20 Marks)	<ul> <li>a) Understanding of project and overall plan for the proposed consultancy services as indicated in the scope of work (5 Marks).</li> </ul>
		<ul> <li>b) Case study of previous project and the comments offered/ measures adopted by Peer review consultant that saved cost and optimized design, (10 Marks).</li> </ul>
		c) Experience/ Knowledge of Local Bylaws, Green Building (IGBC/LEED) (5 Marks)

Note:

- 1) Bidders securing Minimum qualifying marks of 70% i.e. 70 out of 100 marks, including marks in presentation) shall be qualified for opening of financial bid.
- 2) The final selection shall be on QCBS methodology explained earlier.
- 3) The Principal Architect shall deliver the presentation who will be heading the project.

# Form 'A': Financial information

#### (on Bidder's Letter Head or Letter head of chartered Accountant)

#### Name of the Bidder:

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

Years	Gross Annual turnover	Profit/Loss (After Tax)
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		

2. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant (with Seal)

#### Signature of Bidder(s) (with Seal)

Unique Document Identification Number (UDIN) .....

Note: (i) Original Signature with Stamp of CA is Mandatory.

(ii) Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2023-24 duly certified by Chartered Accountant should be attached.

# Form 'C': Details of similar works Completed / under progress

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

S. No.	Name of work /projec t and locatio n	Nam e of Clien t	Cost of Proje ct in in INR (Cr.)	Cost of Peer Review consultan cy work in INR Cr.)	Date of commen cement Work	Stipulate d date of completi on	Actual date of completi on	Name, address/ email id & telephone No. of officer to whom reference may be made

(add as many rows as needed)

Seal and Signature of Bidder(s)

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

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

- (1) Name of work/project and location:
- (2) Project Cost:
- (3) Name of Consultant for PEER REVIEW work:
- (4) Total fees for PEER REVIEW Consultancy work as per agreement:
- (5) Date of start of PEER REVIEW Consultancy work:
- (6) Stipulated Date of completion of PEER REVIEW Consultancy work (for projects under execution), or Actual Date of completion of PEER REVIEW Consultancy work (For completed work):
- (7) Total Consultancy fees paid as on date.
- (8) Performance Report considering Technical proficiency, Quality of inspection and General Behaviour: Outstanding/VeryGood/Good/Satisfactory/poor

Dated:

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

# Form 'E': Structure and organization

1	Name and Address of the bidder					
2	Telephone No. / Email id /Mobile No./Fax No.					
3	Legal status of the bidder (attach copies of original document defining the legal status).					
	a) An Individual					
	b) A proprietary firm					
	c) A firm in partnership					
	d) A limited company or Corporation					
4	Particulars of registration with various Government bodies (attach attested photo-copy).					
5	Organization/Place Of Registration	Registration No.				
	1					
	2					
6	Names and Titles of Directors & Officers with designation to be concerned with this work.					
7	Designation of individuals authorized to act for the organization.					
8	Has the bidder or any constituent partner in case of partnership firm limited company or Corporation ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.					
9	Has the bidder or any constituent partner in case of partnership firm/ limited company or corporation ever been convicted by the court of law? If so, give details.					
10	In which field of Civil Engineering Construction, the bidder has specialization and interest?					
11	Any other information considered necessary but not included above.					

Signature of bidder(s) with seal & stamp

#### Draft agreement for award of project

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

This AGREEMENT is made and executed on this  $\ll$  DD> Day of  $\ll$  MMM, YYYY> at IIM Mumbai, Powai by and between

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

and

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

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

AND WHEREAS IIM Mumbai, the owner of IIM Mumbai's Campus, appointed M/s

«PEER REVIEW CONSULTANT Consultant» PEER REVIEW CONSULTANT consultant to provide PEER REVIEW CONSULTANT services for Phase 2A construction at IIM Mumbai campus at Powai.

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

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

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

9. The entire RFP Document along with all its annexures (RFP Notice No. RFP/IIMWPEER REVIEW CONSULTANT/2024-25, dated Nov. 22, 2024) forms an integral part of this agreement. All provisions of the RFP shall be enforceable on the PEER REVIEW

CONSULTANT Consultant. Any updates to this RFP document including those issued in response to the pre-bid meeting by IIMM shall also be applicable on this contract/agreement. In case of any discrepancy between the RFP notice and subsequent clarifications, the provisions of the clarifications shall override the provisions of the RFP.

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

# FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT BY

# AGENCY UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

# [To be submitted on Bidder's Original Letter Head]

Name of Bidder:

Subject: UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

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

Yours faithfully,

Seal and Signature of Bidder(s)

Date:

Place:

# FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION [To be submitted on Bidder's Original Letter Head]

Name of Bidder:

Subject: 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.

Yours faithfully,

Seal and Signature of Bidder(s)

Date:

Place:

#### **INTEGRITY PACT**

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

#### INTEGRITY AGREEMENT

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_day of \_\_\_\_\_, 2025

#### BETWEEN

Director IIMM represented through CAO (Hereinafter referred as the Principal/ Owner, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

\_\_\_\_\_\_ (Herein referred to as the Bidder/ Architect and which expression shall unless repugnant to the meaning or context hereof includes its successor and permitted assigns)

#### Preamble

WHEREAS the Principal / Owner has floated the Tender (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:

#### (END OF SECTION – IV)

#### CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** is made and executed on this ......day of ......20......

#### BETWEEN

Director IIMM represented through CAO (Hereinafter referred as the Principal/ Owner, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### AND

\_\_\_\_\_\_ (Herein referred to as the Bidder/ Architect and which expression shall unless repugnant to the meaning or context hereof includes its successor and permitted assigns)

#### 1. Preamble

- 1.1 Whereas the Client has proposed to appoint separate agency as PEER Reviewer of Architectural drawings for new infrastructure works at IIM Mumbai.
- 1.2 Whereas the Pre-Contract Integrity Pact provided for the purpose of PEER Reviewer of Architectural drawings for new infrastructure works at Indian Institute of Management, Mumbai and various provision of the said Pact and whereas the said Pact provides for perusal of the relevant records of the IIM Mumbai by the said PEER Reviewer in connection with the relevant procurement case on which the said Integrity pact has been signed with the bidders;
- 1.3 Now, therefore, with a view to ensure and maintain the complete and total confidentiality of every official information contained in any file, document, records, brief, presentation, electronic or telephonic medium, as may be made available by the IIM Mumbai to the PEER Reviewer.

The parties hereto hereby agree as follows: -

#### 2. Objective of the Agreement

2.1 The objective of this Agreement is to ensure non-disclosure of all official information by the PEER Reviewer., to which they will have access through their perusal of any official record, file, document, presentation, electronic or telephonic exchange, as part of their functions so as to preserve the secrecy and confidentiality of IIM Mumbai - related official information.

#### 3. Obligation of PEER Reviewer.

3.1 PEER Reviewer shall make use of all official information made available to him by the IIM Mumbai solely and exclusively for the purpose of the duty assigned to the PEER Reviewer and shall no one any case, disclose any of such information to any third person whosoever.

- 3.2 PEER Reviewer shall not make copies of any official document, file and record made available to him / her by the IIM Mumbai and shall not in any other way retain with himself / herself any of such information for any period longer than what is required for performing his/her function as referred to him/her by the IIM Mumbai and soon after his/her purpose is served, all such official documents, file and record shall be returned by him/her to the IIM Mumbai in the same form in which it was received by him/her.
- 3.3 PEER Reviewer shall in all circumstances, not reveal or divulge any information to any third person whatsoever, which is passed on to him/her by the IIM Mumbai either through electronic medium or through any form of any communication.
- 3.4 Any official information, which comes to the knowledge of PEER Reviewer in the performance of his / her function as a PEER Reviewer, shall not be revealed or divulged by him / her to any third person whatsoever not only during his / her tenure as an PEER Reviewer but also during any point of time when he / she ceases to be such an PEER Reviewer.
- 3.5 PEER Reviewer on having been provided with official files, records, documents etc. shall in all circumstances, ensure the safe custody of all such official records and documents till such time these are in his I her custody.

# 4. Obligations of the IIM Mumbai

- 4.1 The IIM Mumbai shall make available all files, records, documents pertaining to the case and sought by PEER Reviewer in such a way as to deliver the same in the personal custody of PEER Reviewer.
- 4.2 The IIM Mumbai shall make reasonable arrangement in its office premises to enable the PEER Reviewer to peruse the file, records, documents etc. as sought by him.
- 4.3 The IIM Mumbai shall not incur any expenditure in accordance with the orders issued by it in connection with the travel expenses of PEER Reviewer.

# 5. Penalties for Breach

In case any breach of any of the clauses of this Confidentiality Agreement is committed by the PEER Reviewer, he / she will himself / herself render liable to the following action by the IIM Mumbai: -

- (i) The said PEER Reviewer shall forthwith be removed from such capacity, pending an inquiry into the matter, as instituted by the IIM Mumbai.
- (ii) The said PEER Reviewer shall fully co-operate with the Inquiries as instituted by the IIM Mumbai, and shall provide such information as called for by the Inquiry Officer (s) and shall also make himself / herself available for personal appearance before the Inquiry, as and when required.
- (iii) In case any breach of the provisions of this Agreement is found by the inquiry to have occurred, for which the PEER Reviewer is jointly or severally found

responsible, then appropriate legal action as per the extant civil and/ or criminal laws shall be taken against the PEER Reviewer.

# 5. Duration of this Agreement

This Agreement shall commence after the same is signed and returned to the IIM Mumbai accepting the terms contained herein.

## 6. Law and Place of Jurisdiction

The provision of the Agreement shall be governed under the Indian Law as applicable in the territory of Union of India and the Courts of Law located in Mumbai shall have jurisdiction in the matter.

Having so set out the terms of this Agreement, the parties to this agreement hereby on this day.....of the month .....and year.....sign the Agreement with full intention of carrying out the provisions thereof

For and on Behalf Of Indian Institute Of Management Mumbai For And On Behalf Of PEER Reviewer



# Indian Institute of management Mumbai

RFP

For

Appointment of Consultant/ Architectural Firm for PEER Review of All Architectural Drawings for Construction of New Infrastructure Development project (Phase I) at Indian Institute of Management Mumbai.

NIT No. IIMM/PEERCONSULTANT/2025-26, dated May 26, 2025.

Volume II

**Price Bid Invited by** 

Chief Administrative officer

Indian Institute of Management Powai, Mumbai 400076.

# **Price Bid**

# Preamble

- The quotation by the bidder shall be in the form of Lump Sum fees payable (Which is to be quoted Excess / less on the fees indicated in the price bid.) The price thus arrived shall be lump sum & fixed fees for the total work.
- The quoted percentage rate (Excess / less) and amount must be written both in figures and words
- The offer should be valid for a period of 6 months from the date of opening of the financial bid.

#### Format of Financial Bid

Name of Work:

Name Of Work	Appointment of Consultant/ Architectural Firm for PEER Review of All Architectural Drawings for Construction of New Infrastructure Development project (Phase I) at Indian Institute of Management Mumbai.					
Name of the						
Bidder/						
Bidding Firm / Company :						
/ Company .						
PRICE SCHED						
(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
SI. No.	Item Description	Percentage	Percentage			
		fees To be quoted by bidder without GST	fees To be quoted by bidder in words			
1	Appointment of Consultant/ Architectural Firm for PEER Review of All Architectural Drawings for Construction of New Infrastructure Development project (Phase I) at Indian Institute of Management Mumbai. (GST Extra)	20,00,000.00	Twenty lakhs only /-			
Quoted F	ate in figures (Excess/less)					
Quoted F	Rate in Words (Excess/less)					

Mode of Submission of the Technical & Price Bid shall be online only.

No Conveyance/TA/DA Shall be paid by IIM inconnection with execution of above services.

IIM Mumbai reserves the right to negotiate the price with the winning agency. An agreement will be signed between IIM Mumbai and the Firm winning the Competition, before the work order is issued.