

COMPETITIVE BIDDING UNDER
TWO STAGE BIDDING PROCESS FOR
VARIOUS PROJECT WORKS (EPC)

AT

CHHATRAPATI SHIVAJI MAHARAJ INTERNATIONAL AIRPORT

REQUEST FOR QUALIFICATION

SEPTEMBER 2021

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

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

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

MIAL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

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

The issue of this RFQ does not imply that MIAL is bound to select and short-list Applicants for Bid Stage or to appoint the selected Bidder as the contractor, for the Project and MIAL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MIAL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and MIAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Invitation for Qualification

1. INTRODUCTION**1.1 Background**

1.1.1 AAI is responsible for management of airports, civil enclaves and aeronautical communications in India and pursuant to the Operation, Management and Development Agreement dated 4th April, 2006 ("**OMDA**") has granted the exclusive right to Mumbai International Airport Ltd. (**MIAL**) to undertake the operations, management and development of Chhatrapati Shivaji Maharaj International Airport, Mumbai (**Airport**) subject to and on the terms and conditions specified in the OMDA. As a part of this endeavor, MIAL has decided to award contract for undertaking various project works (EPC) at Airport (**Project**) and has, therefore, decided to carry out the bidding process for selection of a Contractor to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Various Project Works (EPC) at Airport
Location	Chhatrapati Shivaji Maharaj International Airport, Mumbai

MIAL intends to pre-qualify and short-list suitable Applicants (the "**Bidders**") who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out therein.

1.1.2 The selected Bidder, being a company incorporated/registered under the provisions of the Companies Act, 1956/2013 (the "**Contractor**") shall be responsible for undertaking the Project under and in accordance with the provisions of the agreement (the "**Contract Agreement**") to be entered into between the Contractor and MIAL in the form provided by MIAL as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work with respect to the Project will broadly include -

- New construction of residential, utility and service buildings in the Airport land premise
- Infrastructure work packages on Airport land premises (including Airside, Landside, Terminal) for civil, mechanical & fabrication, electrical and instrumentation works associated utilities
- Refurbishment, repairing, retrofitting, renovations or reconstruction of existing structures at Airport land premises (including Airside, Landside, Terminal,) including civil, MEP, HVAC, utility services, vertical & horizontal transportation etc. works and associated design and engineering consultancy work
- Associated Airfield Ground Lighting (AGL) works
- Any other works as may be specified by MIAL

The said scope of work is tentative and may vary at the Bid Stage. MIAL reserves the right to issue a consolidated RFP for the aforesaid works or separate RFP for each of the work packages or any combination of them.

1.1.4 MIAL shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by MIAL, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the "**Application Due Date**").

1.2 Brief description of Bidding Process

1.2.1 MIAL has adopted a two-stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Contractor for award of the Project. The first stage (the "**Qualification Stage**") of the process involves qualification (the "**Qualification**") of interested parties who make an Application in accordance with the provisions of this RFQ (the "**Applicant**"). At the end of this stage, MIAL intends to short-list up to 3 (three) suitable pre-qualified Applicants meeting the eligibility criteria who shall be entitled to participate in the second stage of the Bidding Process (the "**Bid Stage**") comprising Request for

Proposals (the "**Request for Proposals**" or "**RFP**").

- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by MIAL shall be invited to submit their Bids for the Project.
- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their technical and financial offers (the "**Bids**") in accordance with the RFP and other documents to be provided by MIAL (collectively the "**Bidding Documents**"). The Bidding Documents for the Project will be provided to every Bidder. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**"). However, the bid validity may be extended for a further period on mutual consent. The financial Bids will be opened for only those Bidders whose technical Bids have qualified as per terms of RFP.
- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security equivalent to about 2% (two per cent) of the estimated Project cost provided in the RFP (the "**Bid Security**"). The said requirement of Bid Security is tentative and may vary at the Bid Stage. The Bid Security will be refundable no later than 60(sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to MIAL. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between MIAL and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date for the purposes of encashment thereof by MIAL. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.
- 1.2.6 As part of the Bidding Documents, MIAL will provide a draft Contract Agreement and other information pertaining/ relevant to the Project available with it.
- 1.2.7 Bids will be invited for the Project based on lowest cost (the "**Cost**") to undertake the Project, payable by MIAL for award of the Project. The compliance, competence and amount shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the lowest Cost among the technically competent Bidders.

In this RFQ, the term "**Lowest Bidder**" shall mean the Bidder who is offering the Lowest Cost for the Project.

- 1.2.8 Details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.3 **Schedule of Bidding Process**

MIAL shall endeavor to adhere to the following schedule:

Event Description	Date
Qualification Stage	
1. Last date for submission of Application i.e. Application Due Date	28 th September 2021
2. Short-listing of Bidders	01 st October 2021
Bid Stage	
1. Access of Bid Documents	To be specified
2. Last date for receiving queries	To be specified
3. Pre-Bid Conference – 1	To be specified
4. MIAL response to queries	To be specified
5. Bid Due Date	To be specified

6. Opening of Bids	On Bid Due Date
7. Letter of Award (LOA)	Within 30 days of Bid Due Date
8. Validity of Bids	180 days of Bid Due Date
9. Signing of Contract Agreement	Within 30 days of award of LOA

2. INSTRUCTIONS TO APPLICANTS

2.1 Scope of Application

2.1.1 MIAL wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bid Stage.

2.1.2 Short-listed Applicants may be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants

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

- a) The Applicant for pre-qualification shall be a single entity.
- b) An Applicant may be a natural person, private entity, government-owned entity.
- c) An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (a) The Applicants in two different responses to this RFQ have shareholding in both applications.
 - (b) The Applicants submit more than 1 (one) response to this RFQ; or
 - (c) The Applicant has participated as a consultant to MIAL during the process of selection of the contractor for the Airport Project or has participated as a consultant in the preparation of the design or technical specifications of the Project that are the subject matter of this RFQ or is a subsidiary or Related Party (As defined under the Companies Act 2013) thereof.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

Sr. No.	Factor	Requirement
1	Incorporation	Company incorporated under the Companies Act, 1956/ 2013
2	Nature of projects previously executed	<p>The Applicant/ bidder/ Tenderer within the preceding 5 year's period from the date of submission of Application shall have satisfactorily completed and/ or successfully commissioned/ installed (as defined hereinafter) at least 2 major projects for any work from following scope:</p> <ul style="list-style-type: none"> - Civil works related to construction of institutional building of Minimum 2 Storeys. - Construction of RCC Framed building works including MEPF utilities, HVAC, IT Infrastructure, Effluent Collection, Storage and Treatment etc. - Power infrastructure like GIS substation, cable termination, control panels etc. including supporting design & engineering consultancy and civil works etc. - Rigid/ Flexible pavements/ Road projects including construction/ repair/ upgradation and associated work for at least 15 km length (In case of road, minimum 4-6 lanes) including

Sr. No.	Factor	Requirement
		<p>storm water drains and culverts/ RCC duct, major/ minor bridges etc.</p> <p>- Warehouse with storage area of at least 40,000 sqm including complete civil, PEB, mechanical, electrical, firefighting and supporting buildings.</p>
3	Average Annual Turnover for last 3 years	Minimum average annual turnover of INR 750 Crores, for contracts in progress and/or completed, within the last three (3) financial years, with minimum turnover of INR 500 Crore in each year.
4	Profitability	The Applicant should exhibit a positive Profit-after-tax (PAT) during each of last three financial years. Minimum INR 20 Crores PAT in any one year out of last 3 financial years.
5	Net-worth	The Applicant should have minimum net-worth of INR 50 Crores in the immediately preceding financial year.
6	Order History	The Applicant should have contracts under execution or completed of similar nature for not less than INR 500 Crore, in last five years in across India.
7	General construction experience	The Applicant should have experience in execution of construction contracts for at least Three (3) years.
8	History of Non-Performing Contracts	None of the construction contracts awarded to Applicant in last three years should have been terminated for default of the Applicant.
9	Work Completion Certificate	The Applicant shall submit completion certificate issued by the customers evidencing satisfactory completion and/ or successfully commission/ installation of works.

2.2.3 The Applicant shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes,

2.2.4 The Applicant should submit a Power of Attorney/ Board Resolution as per the format at Appendix- II, authorizing the signatory of the Application to commit the Applicant.

2.2.5 An Applicant should in the last 3 (three) years, neither have failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.7 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to MIAL for seeking a waiver from the disqualification hereunder and MIAL may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.6 The following conditions shall be adhered to while submitting an Application:

- a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- b) information supplied by an Applicant must apply to the Applicant, and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids

will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification.

- c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 2.2.1 above; and

2.2.7 The Applicant that has foreign shareholder(s) shall be solely responsible for obtaining necessary approvals and complying with the requirements under applicable laws, including applicable foreign investment and foreign exchange laws, for participation in the RFQ and RFP. In case the Project is awarded to such Applicant (Bidder), it shall promptly apply for and obtain, at its own cost, all approvals, permits and licenses required under applicable laws for undertaking the Project, including without limitation, approvals from customs authorities, Bureau of Civil Aviation Security (BCAS), etc.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, MIAL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform MIAL of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2.8 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 **Number of Applications and costs thereof**

2.3.1 No Applicant shall submit more than one Application for the Project.

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

2.4 **Acknowledgement by Applicant**

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

- a) made a complete and careful examination of the RFQ.
- b) received all relevant information requested from MIAL.
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of MIAL relating to RFQ; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.5 **Right to accept or reject any or all Applications/ Bids**

2.5.1 Notwithstanding anything contained in this RFQ, MIAL reserves the right to accept or reject

any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that MIAL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.5.2 MIAL reserves the right to reject any Application and/ or Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Applicant does not provide, within the time specified by MIAL, the supplemental information sought by MIAL for evaluation of the Application.

If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then MIAL reserves the right to:

- (i) invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of MIAL, including annulment of the Bidding Process.

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

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

2.6 **Contents of the RFQ**

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Qualification

Appendices

- I. Cover Letter
 - a. Form I – General Information
 - b. Form II- Financial Information of the Applicant
 - c. Form III-Experience Statement- Eligible Projects
 - d. Form IV- Addition Information
 - e. Form V- Litigation History of the Applicant
- II. Power of Attorney
- III. Board Resolution

2.7 **Amendment of RFQ**

2.7.1 At any time prior to the deadline for submission of Application, MIAL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.7.2 Any Addendum thus issued will be sent in writing to all Applicants.

2.7.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, MIAL may, in its sole discretion, extend the Application Due Date.

2.8 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.9 Format and signing of Application

2.9.1 The Applicant shall provide all the information sought under this RFQ. MIAL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.9.2 The Applicant shall prepare 1 (one) original set of the Application (together with the documents required to be submitted pursuant to this RFQ) and clearly marked as "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of such Application and documents, which shall be marked as "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

2.9.3 The Application and its copy shall be typed or written in indelible ink. It shall be signed by the authorized signatory of the Applicant who shall also initial each page of the Application (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

2.10 Sealing and Marking of Applications

2.10.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.10.2, and seal it in an envelope and mark the envelope as "APPLICATION".

2.10.2 Each envelope shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents.
- (ii) Power of Attorney/ Board Resolution for signing the Application as per the format at Appendix-II.
- (iii) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed.
- (iv) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and

Each of the envelopes shall clearly bear the following identification:

"Application for Qualification – Various Project Works (EPC), Chhatrapati Shivaji Maharaj International Airport"

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes.

2.10.3 The soft copies of the Application shall be shared on 'procurement.csmia@adani.com' before **17:00 Hrs.** on the Application Due Date. The physical copy of the Application in

sealed envelope should reach MIAL latest by **15:00 hours on 28th September 2021**:

ATTN. OF: **Head Procurement**

ADDRESS: **Mumbai International Airport Ltd.**
Chhatrapati Shivaji Maharaj International Airport
1st Floor, Terminal 1B, Santacruz (East),
Mumbai 400 099, India

2.10.4 If the envelopes are not sealed and marked as instructed above, MIAL assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.10.5 Applications submitted by fax, telex, or telegram shall not be entertained and shall be rejected.

2.11 **Application Due Date**

2.11.1 Applications should be submitted before **17:00** hours IST on the Application Due Date, at the address provided in Clause 2.10.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.10.3.

2.11.2 MIAL may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.12 **Late Applications**

Physical copy of the Applications received by MIAL after the specified date shall not be eligible for consideration and shall be summarily rejected.

A. Evaluation Process

2.13 **Opening and Evaluation of Applications**

2.13.1 MIAL shall open the Applications on **28th September 2021**.

2.13.2 MIAL will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.13.3 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of MIAL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.13.4 Any information contained in the Application shall not in any way be construed as binding on MIAL, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.13.5 MIAL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.13.6 If any information furnished by the Applicant is found to be incomplete or determined by MIAL as incorrect or erroneous or contained in formats other than those specified herein, MIAL may, in its sole discretion, exclude the relevant project from the evaluation of the Applicant.

2.14 **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MIAL in relation to, or matters arising out of, or concerning the Bidding Process. MIAL will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. MIAL may not divulge any

such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MIAL or as may be required by law or in connection with any legal process.

2.15 Tests of responsiveness

2.15.1 Prior to evaluation of Applications, MIAL shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive if:

- a) it is received as per format at Appendix-I.
- b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.11.2.
- c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.10.
- d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4.
- e) it contains all the information and documents (complete in all respects) as requested in this RFQ.
- f) it contains information in formats same as those specified in this RFQ.
- g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFQ for each eligible project.
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

2.15.2 MIAL reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MIAL in respect of such Application. Provided, however, that MIAL may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.

2.16 Clarifications

2.16.1 To facilitate evaluation of Applications, MIAL may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by MIAL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.16.2 If an Applicant does not provide clarifications sought under Clause 2.16.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, MIAL may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of MIAL.

B. Qualification and Bidding

2.17 Short-listing and notification

After the evaluation of Applications, MIAL would notify only to the short- listed pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. MIAL may at its discretion notify the other Applicants that they have not been short-listed. MIAL will not entertain any query or clarification from Applicants who fail to qualify.

2.18 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the

Bidding Documents.

Only pre-qualified Applicants shall be invited by MIAL to submit their Bids for the Project. The Bidders may visit the site and familiarize themselves with the Project by the time of submission of the Bid.

2.19 Proprietary data

All documents and other information supplied by MIAL or submitted by an Applicant to MIAL shall remain or become the property of MIAL. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. MIAL will not return any Application, or any information provided along therewith.

2.20 Correspondence with the Applicant

Save and except as provided in this RFQ, MIAL shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.1 and 2.2.2 shall qualify for evaluation under this Section 3. Applications of firms who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

- a) Eligible Projects; and
- b) Financial Capacity.

3.2 Eligible Projects for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2, the eligible projects would fall in following categories (the "**Eligible Projects**"):

Category 1: Project Infrastructure works like concreting, drains, boundary walls etc.

Category 2: Building works including Civil, MEP, HVAC, etc.

Category 3: Refurbishment, repairing, retrofitting, renovations or reconstruction of existing structures

The projects under above categories, as claimed by Applicant shall qualify as Eligible Projects provided:

- a) for category 1, project has order value of at least INR 300 Crores.
- b) it has been undertaken in the last five years in India; and
- c) the Applicant claiming experience should have held, in the company owning or operating the Eligible Project, a minimum of 75% (seventy-five per cent) equity in such company.

3.2.2 An Applicant's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category, as specified in Clause 3.2.1, would be measured in terms of number of required projects executed in the respective Category whereby each project will get a score of one. This score will then be multiplied by the applicable factor in table under Clause 3.2.3 below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score

3.2.3 Factors for Experience across categories

Categories	Factor
Category 1	1.25
Category 2	1.15
Category 3	1.00

3.2.4 Details of Experience

- a) The Applicant should furnish the details of Eligible Projects for the last Five years immediately preceding the Application Due Date.
- b) The Applicants must provide the necessary information relating to Eligible Project as per Form - III of Appendix-I.

3.3 Financial information for purposes of evaluation

3.3.1 The Application must be accompanied by the Audited Annual Reports of the Applicant for the last 3 (three) financial years, preceding the year in which the Application is made.

3.3.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.3.3 The Applicant must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per Form II of Appendix-I.

3.4 Short-listing of Applicants

3.4.1 The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Applicant.

3.4.2 The Applicants shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for submission of Bids. MIAL expects to short-list up to 3 (three) pre-qualified Applicants for participation in the Bid Stage. MIAL, however, reserves the right to increase the number of short-listed pre-qualified Applicants by adding additional Applicant.

3.4.3 In the event only one Application is received in response to RFQ, The Applicant may be shortlisted for participation in the Bid Stage if MIAL determines basis the Applicant's experience score that such Applicant is responsible and that the application submitted is fair and reasonable, and that either prospective applicants had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

3.4.4 MIAL may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Bidding Process or upon their failure to conform to the conditions specified herein.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, MIAL may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

- 4.2 Without prejudice to the rights of MIAL under Clause 4.1 hereinabove, if an Applicant is found by MIAL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by MIAL during a period of 2 (two) years from the date such Applicant is found by MIAL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of MIAL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MIAL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of MIAL in relation to any matter concerning the Project;
 - (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
 - (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
 - (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by MIAL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Mumbai in which MIAL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 MIAL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 5.2.1 suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - 5.2.2 consult with any Applicant in order to receive clarification or further information.
 - 5.2.3 pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information.

- 5.2.4 retain any information and/ or evidence submitted to MIAL by, on behalf of, and/ or in relation to any Applicant; and/ or
- 5.2.5 independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Application, the Applicant agrees and releases MIAL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

Appendix - I

Covering Letter - Response to the RFQ
(to be submitted on Applicant's letter head)

To,
Mumbai International Airport Limited,
Chhatrapati Shivaji Maharaj International Airport
1st Floor, Terminal 1B, Santacruz (East),
Mumbai 400 099, India

Attention: Head - Procurement,

Sub: Response to the Request for Interest datedfor carrying out Various Project Works (EPC), MIAL Airport ("**Airport Project**")

Dear Sir,

- (i) With reference to your Request for Interest document dated(the "**RFQ**"), we, having examined the RFQ document and understood its contents, hereby submit our response to RFQ (the "**Response to RFQ**")for the aforesaid Airport Project. The Response to RFQ is unconditional and unqualified.
- (ii) We acknowledge that MIAL will be relying on the information provided in the Response to RFQ and the documents accompanying such Response to RFQ of the Applicants for the aforesaid Airport Project, and we certify that all information provided in the Response to RFQ and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Response to RFQ are true copies of their respective originals.
- (iii) This statement is made for the express purpose of shortlisting as a Prospective Tenderer for the aforesaid Airport Project.
- (iv) We shall make available to MIAL any additional information it may find necessary or require to supplement or authenticate the information provided in this Response to RFQ.
- (v) We acknowledge the right of MIAL to reject our Response to RFQ without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (vi) We declare that we have examined and have no reservations to the RFQ document, including any Addendum issued by MIAL
- (vii) We understand that MIAL may cancel the Tender Process at any time and that MIAL are neither bound to accept any response to RFQ that you may receive nor to invite the applicants to bid for the Airport Project, without incurring any liability to the Applicants, in accordance with Clause 4.2 of the RFQ document.
- (viii) We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MIAL in connection with the shortlisting of Applicants, selection of the successful Tenderer, or in connection with the Tender Process itself, in respect of the above-mentioned Airport Project and the terms and

implementation thereof.

(ix) We agree and undertake to abide by all the terms and conditions of the RFQ document.

In witness thereof, we submit this Response to RFQ hereunder and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Form I
General Information

Sr. No.	Information/ Documents Required	Applicant's Information
1.	Applicant's registered name, year of constitution, registered office address and share holding pattern	
2.	Details of Applicant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
3.	Certified true copy of Applicant's constitutional documents such as, Certificate of Incorporation/Articles of Association and Memorandum of Association/partnership deed etc. as applicable	<i>(Attached with the response to RFQ)</i>
4.	Certified copy of Board resolution/power of attorney in favour of authorized representative authorizing him/her to sign and submit the response to this RFQ	<i>(Attached with the response to RFQ)</i>

Note:

- Please provide a certified true copy of the constitutional documents of the Applicant.
- Please provide board resolution/ power of attorney in favor of the authorized representative authorizing him/her to submit the response to this RFQ.
- The Applicant shall fill and submit this Form I for itself and for its parent company separately (except s.no. 4 above) if the Applicant uses its parent company's credentials for the purpose of this RFQ.

Form II
Financial Information of the Applicant
(to be submitted on the letter head of the statutory auditor)

Financial Information in INR	Information for previous 3 (three) Financial Years			
Year	FY 2018-19	FY 2019-20	FY 2020-21	Currency
Net Worth				
Liquid Resources a) Cash and bank balances				
Liquid Resources b) unutilized sanctioned fund-based limits				
Total Annual Revenue				
Annual Revenues (from construction works)				
Average Annual Revenues (from construction works)				
Profit Before Taxes				
Profit After Taxes				

Note:

- Please attach annual reports including audited financial statements of the Applicant (and parent company, if applicable) for the last 3 (three) Financial Years preceding the Submission Date.
- Net Worth shall mean the aggregate of subscribed and paid-up equity capital and free reserves after deducting the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- Contents of this Form II shall be certified by the statutory auditor of the Applicant.
- The Applicant utilizing its parent company credentials shall type (*) next to the information furnished and shall provide copies of annual report including audited financial statement for the last 3 (three) Financial Years preceding the Submission Date.

Form III**Experience Statement - Technical Information**

Details of Eligible Projects in accordance with Clause 3.2.2 of this RFQ.

Item No.	Infrastructure Owner/Prime Contractor Name, Address, Representative and Contact	Project Description	Details of other partners in case of a JV /Consortium with % shareholding of each partner	Scope of Work of Applicant	Schedule Start Date	Scheduled Date of Completion	Actual Start Date	Actual Date of completion	Gross Value of the contract (INR)	Reference certificate Page No. in the Applicant' s response to RFQ

Note:

- Certified true copies of the completion certificate issued by the infrastructure owner/prime contractor to be provided.
- The Applicant utilizing its parent company credentials shall type (*) next to the information furnished.

Form IV
Additional Information

The Applicant is required to furnish the following tables for information purposes:

1. Any CDR/SDR or S4A or for any other kind of debt restructuring:

Description	Year of Restructuring	Financial Statement of the corresponding Financial Year
CDR		
SDR		
S4A		
Any other kind of debt restructuring		

2. Any petition under Insolvency and Bankruptcy Code, 2016 or any other similar petition for insolvency filed under any other jurisdiction:

Description	Year of Filing/Admitting	Details
Insolvency Petition		

3. In the 5 (five) years preceding the Submission Date, blacklisting, or ongoing process of blacklisting, if any, under any contract with entities of Central Government or State Government or any public private partnership project, or any other government/ statutory body in any other country:

Description of Project	Period of Blacklisting	Reasons	Authority

Note:

- The Applicant utilizing its parent company credentials shall type (*) next to the information furnished.

Form V
Litigation History of the Applicant

1. Litigations or arbitrations in respect of any engineering procurement and construction contracts executed or in progress in the past 5 (five) years preceding the Submission Date:

Name of counterparty	Main claims and counterclaims and amount thereof	Court/arbitration tribunal and rules (where relevant)	If any, the amount awarded to the Applicant/counterparty OR whether the dispute was settled

2. Termination of any infrastructure project contracts:

Description of Project	Year of Termination	Reasons	Liquidated Damages (if any)

3. Details of invocation of bank guarantee/ corporate guarantee / any other guarantee in past 5 years:

Name of counterparty	Name of Project	Value of invocation	Date of invocation	Reason for invocation	Any other information

4. Details of any pending and ongoing litigations or arbitrations against any Customer in past 5 years.
5. Pending investigations or proceedings in respect of any money-laundering, corruption, anti- bribery laws:

Name of the statutory / financial agency	Nature of investigation	Current status of investigation / Court ruling	Value of claim / dispute

6. Any other material litigation or arbitration.

Note:

- MIAL reserves the right to accept or to reject the response to this RFQ of the Applicants based on MIAL's assessment of the information provided.
- The Applicant utilizing its parent company credentials shall type (*) next to the information furnished.

Appendix II

Format of Power of Attorney

FORMAT OF POWER OF ATTORNEY FOR SIGNING THE APPLICATION

(To be on non-judicial stamp paper of appropriate value as per the Stamp Act relevant to the place of execution.)

IRREVOCABLE POWER OF ATTORNEY

Know all men by these presents, we, *[Insert name and address of the registered office of the Applicant]* (“**Applicant**”) do hereby irrevocably constitute, appoint and authorize Mr./Ms. *[Insert name and residential address of the attorney]* who is presently holding the position of [●] as our true and lawful attorney (“**Attorney**”), to do in the name of the Applicant and on the behalf of the Applicant, all such acts, deeds and things necessary in connection with or incidental to the submission of the Application or any other document as may be required under or pursuant to the request for qualification dated September __, 2021 issued by MIAL (“**RFQ**”), including the signing and submission of Application and all other documents related to the Application, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other deeds or documents that MIAL may require the Applicant to submit. The aforesaid Attorney is further authorized to provide representations, information or responses to MIAL, and represent the Applicant and generally deal with MIAL with respect to the Application and to negotiate and agree to any modification to the same.

We hereby agree to ratify all acts, deeds and things done by the said Attorney pursuant to this power of attorney and that all acts, deeds and things done by the aforesaid Attorney shall be binding on the Bidder and shall always be deemed to have been done by the Applicant.

This is an irrevocable power of attorney.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFQ.

Signed by the within named
[Insert the name of the Applicant]
Through the hand of

[Mr.]
(Name, designation and address of the executant)
Duly authorized by the board of directors of *[insert name of the Applicant]* to issue such Power of Attorney
Dated this [●] day of [●]

The common seal of *[insert name of the Applicant]*, has pursuant to resolution of the board of directors of *[insert name of the Applicant]* passed in the that behalf on [●] has been affixed in the presence of [●], *[insert designation]*, who has signed these presents in token thereof. *[Note: Please affix the common seal in accordance of the articles of association of the Applicant]* OR *[Note: In case there is no common seal of the Applicant, please sign as mentioned hereinbelow]*

- (a) Mr. [●]
(Name of the director of the Applicant)
Duly authorized by the board of directors of *[insert name of the Applicant]* to issue such Power of Attorney
- (b) Mr. [●]
(Name of the director of the Applicant)
Duly authorized by the board of directors of *[insert name of the Applicant]* to issue such Power of Attorney

Accepted

.....

Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)
(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my / our presence pursuant to board of director's resolution dated.....

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Appendix III

Format of Board Resolution

(On the Letter Head of Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF _____ ("THE COMPANY") AT ITS MEETING HELD ON _____, AT _____.

RESOLVED THAT [Mr. / Mrs. ____, <designation>] be and is hereby authorized to procure tender documents for undertaking construction, modification or refurbishment work at airports and / or exploring new business opportunities and to sign, execute and submit the necessary documents or agreements for and on behalf of the Company, as may be considered necessary for and in relation to the tender documents.

Certified True Copy

For, _____