

**DIRECTOR GENERAL PROJECT VARSHA
IHQ-MoD (NAVY)
GOVERNMENT OF INDIA**

EXPRESSION OF INTEREST (EoI)

FOR

**CONSTRUCTION OF BALANCE
OUTER HARBOUR WORKS**

EoI NO. DGV/0113/OHMW/BOW/01

August 2022

TABLE OF CONTENTS

SECTION 1	5
1 INTRODUCTION	5
1.1 Project Site Description.....	5
1.2 Objective of Expression of Interest (Eol)	6
1.3 Brief Description of Tendering Process	6
1.4 Queries to Eol / Request for Clarification.....	7
1.5 Address for Submission/Opening of Applications	7
1.6 Schedule of Eol Stage Process	7
1.7 Pre-Application Conference	7
SECTION 2	9
2 Instructions to applicants	9
2.1 Scope of Application	9
2.2 Eligibility of Applicants	9
2.3 Applications and Costs Thereof.....	11
2.4 Right to Accept or Reject Any or All Applications/ Tenders	11
2.5 Documents	12
2.6 Pre-Application Queries and Request for Clarifications.....	12
2.7 Amendment to Expression of Interest.....	13
2.8 Preparation and Submission of Application	13
2.9 Format and Signing of Application	13
2.10 Sealing and Marking of Applications.....	14
2.11 Submission of Applications	16
2.12 Modifications/ Substitution/ Withdrawal of Applications.....	16
2.13 Opening of Applications	16
2.14 Procedure for Evaluation of Applications	17
2.15 Clarifications.....	17
2.16 Evaluation of Applications and Short-listing of Applicants	17
2.17 Proprietary data.....	18
SECTION 3	19
3 ELIGIBILITY AND QUALIFICATION CRITERIA	19
SECTION 4	31
4 FRAUD AND CORRUPTION PRACTICES	31

SECTION 5	32
5 MISCELLANEOUS	32
SECTION 6	33
6 DESCRIPTION OF THE WORKS	33
6.1 General	33
6.2 Scope of Balance Outer Harbour Works	33
SECTION 7	34
7.1 Forms	34
FORM-01: APPLICATION	35
FORM-02: PARTICULARS-1	37
FORM-03: PARTICULARS-2	39
FORM-04: CONSENT	41
FORM-05(A): NON-PERFO	42
FORM-05(B): LITIGATION	44
FORM-05(C): LITIGATION-HIST	47
FORM-06: EXP-1	49
FORM-07: EXP-2	51
FORM-08: EXP-3	53
FORM-09: FIN-1	56
FORM-10: FIN-2	59
FORM-11: CCC	61
FORM-12: DEBT	65
FORM-13: CAPACITY	67
FORM-14: POA-1	68
FORM-15: POA-2	70
FORM-15A: POA-3	72
FORM-16: CONSORTIUM-JTA	73
FORM-17: P&E-1	77
FORM-18: P&E-2	78
FORM-19: CHECKLIST	80
Annexure-1	84
Annexure-2	85

Glossary

Applicant	As defined in Clause 1.5.1
Application Due Date	As defined in Clause 1.4.4
Conflict of Interest	As defined in Clause 2.2.1 (c)
Employer	As defined in Clause 1.4.1
Estimated Cost	As defined in Clause 1.4.3
Jt. Tendering Agreement	As defined in Clause 2.2.2 (f)
Consortium	As defined in Clause 2.2.1 (a)
Lead Member	As defined in Clause 2.2.2 (b)
Project	As defined in Clause 1.2.1
Qualification	As defined in Clause 1.5.1
Expression of Interest (Eol) Stage	As defined in Clause 1.5.1
Request for Proposal	As defined in Clause 1.5.1
Similar Work(s)	As defined in Criteria No. 4.2 of Section 3
Tender Documents	As defined in Clause 1.5.3
Tenderer	As defined in Clause 1.5.1
Tender Price	As defined in Clause 1.5.4
Tendering Process	As defined in Clause 1.5.1
Tender Stage	As defined in Clause 1.5.1
Tenders	As defined in Clause 1.5.3
Works	As defined in Clause 1.4.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

SECTION 1

1 INTRODUCTION

The Integrated Headquarters, Ministry of Defence (Navy), Government of India is establishing a Naval Base at the East Coast of India (Project Varsha). Project Varsha works involve creation of New Harbour Facilities and related Infrastructure in Andhra Pradesh, about 70 km south of Visakhapatnam.

1.1 Project Site Description

1.1.1 The Project work is to be performed at the site shown below on the East Coast of India.



FIGURE 1-1 – PROJECT SITE LOCATION

1.1.2 Present Expression of Interest (Eol) document pertains to completion of Balance of **Outer Harbour Works under Lumpsum and Item rate works Contract based on FIDIC RED Book.**

- 1.1.3 The balance Outer Harbour Works includes Construction of Breakwaters, Groyne, Dredging, Jetties (5 nos.), Jetty Utilities, Utility platforms, Utility trenches, Beach nourishment, Approach Trestle, Shore Protection Works etc.

1.2 Objective of Expression of Interest (Eol)

- 1.2.1 The President of India, acting through Director General, Project Varsha (the “**Employer**”), has decided to undertake Construction of Balance Outer Harbour Works (the “**Works**”) and seek information of probable applicants to whom the Contract may be awarded. Brief particulars of the Works are as follows:

Name of the Works	Indicative cost of Works (In INR Crore)
Construction of Balance Outer Harbour Works	3,800

The Employer intends to short-list suitable Applicants in accordance with the procedure set out herein who will be eligible for participation in the Tender Stage and ultimately, for Contract award, if successful.

- 1.2.2 General description of the proposed works is given in Section 6: Scope of Works. However, detailed description of scope of works shall be provided with the Tender Document which will be issued to short-listed Applicants at a later date.
- 1.2.3 Indicative construction cost of the Works (the “**Estimated Cost**”) is subject to revision.
- 1.2.4 The Applicant may submit his Application pursuant to this Eol in accordance with the terms set forth herein as modified, altered, amended and clarified by the Employer. All Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6 for submission of Applications (the “**Application Due Date**”).

1.3 Brief Description of Tendering Process

- 1.3.1 The Employer has adopted a two-stage tendering process (collectively referred to as the “**Tendering Process**”) for selection of the Tenderer for award of the Contract. The first stage (the “**Expression of Interest (Eol) Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties who make an Application in accordance with the provisions of this Eol (the “**Applicant**”). At the end of this stage, the Employer shall announce a list of all short-listed Applicants (the “**Tenderers**”) who shall be eligible for participation in the second stage of the Tendering Process (the “**Tender Stage**”) comprising of Request for Proposals (the “**Request for Proposals**” or “**RFP**”).
- 1.3.2 In the Eol Stage, Applicants would be required to furnish all the information specified in this Eol. Only those Applicants that are short-listed by the Employer shall be invited to submit their Tenders for the Works.
- 1.3.3 In the Tender Stage, the Tenderers shall be called upon to submit their technical tender and financial tender (the “**Tenders**”) in accordance with the RFP and other documents to be provided by the Employer (collectively the “**Tender Documents**”). The Tender Documents for the Works will be provided to every short-listed Applicant (Tenderer).
- 1.3.4 The Contract shall be awarded to the Tenderer who is technically suitable as per the approved Technical Evaluation Report from concerned competent authority and quoted the lowest Tender

Price (the “Tender Price”). Details of the process to be followed at the Tender Stage and the terms thereof will be spelt out in the Tender Documents.

1.4 Queries to Eol / Request for Clarification

- 1.4.1 Any queries or request for additional information concerning this Eol shall be submitted in writing by Speed Post/Courier and by e-mail so as to reach the officer designated in Clause 2.10.4 by the Due Date specified in Clause 1.6. The envelope/ communications shall clearly bear the following identification/ title:

“Queries/ Request for Clarification Information: Eol for Construction of Balance Outer Harbour Works”

1.5 Address for Submission/Opening of Applications

Office of the Director General
HQ Project Varsha, IHQ MoD Navy
Room No 502, Block – D, Defence Office Complex, Africa Avenue
New Delhi – 110 023
Telephone No: 011 – 2677 1560
Fax: 011 – 2086 7650
E-Mail Address: dgvictor@navy.gov.in

1.6 Schedule of Eol Stage Process

The Employer shall adhere to the following schedule:

S. No.	Event Description	Date
(a)	Last date for receiving queries	18 August 2022 (D+10 days)
(b)	Pre-Application Conference	22 August 2022 at 1000 hrs IST (D+14 days)
(c)	Employer response to queries	29 August 2022 (D+21 days)
(d)	Application Due Date	12 September 2022 at 1500 hrs IST (D+35 days)
(e)	Opening of Applications	12 September 2022 at 1530 hrs IST (D+35 days)

1.7 Pre-Application Conference

A Pre-Application conference will be held to clarify the issues related to this Eol. The date, time and venue of the Pre-Application Conference shall be:

Date and Time: As per S. No. (b) of Clause 1.6 above

Venue: JACOBS Office,
Platinum Tower, 1st Floor

Plot No. 184, Udyog Vihar, Phase - I
Gurgaon, Haryana 122 016, India

SECTION 2

2 INSTRUCTIONS TO APPLICANTS

2.1 Scope of Application

- 2.1.1 The Employer wishes to receive Applications for Eol in order to short-list experienced and capable Applicants for the Tender Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the Tenders for the Works.

2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their Eol stage hereunder, the following shall apply:
- (a) The Applicant for Eol may be a single entity or a group of entities in the form of a Consortium (herein after called "**Consortium**"), coming together to construct the Works. However, no Applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium Applicant. The term Applicant used herein would apply to both single entity and Consortium.
 - (b) An Applicant may be a private entity, government-owned entity or any combination of them with a Joint Tendering Agreement or under an existing agreement to form a Consortium.
 - (c) The Applicant (a single firm or all members of the consortium) shall be Indian registered companies incorporated under the Companies Act 1956.
 - (d) An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Tendering 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 Tendering Process, if:
 - (i) the Applicants in two different Applications have controlling shareholders in common (however this provision is not applicable for government owned entity¹); or
 - (ii) the Applicant submits more than one Application for Expression of Interest; or
 - (iii) the Applicant has participated as a consultant in the preparation of the design or technical specifications of the Works that are subject of this Eol; or
 - (iv) such Applicant, or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, or any associate thereof (however this provision is not applicable for government owned entity); or
 - (v) such Applicant has the same Authorised Representative for purposes of this Application as any other Applicant.

¹ "Government owned entity" means an entity controlled by Central/State Government in India or any entity controlled by these Government(s)

- (e) An Applicant shall not be under suspension from tendering by the Government (“the Government” means Central/State Government in India, or any entity controlled by it.
- (f) Any Applicant who has been barred by the Government and the bar subsist as on the Application Due Date, would not be eligible to submit an Application either individually or as member of a Consortium.
- (g) In regard to matters relating to security and integrity of the country, the Applicant / any Member of the Consortium should not have been charge-sheeted by any agency of the Government of India or any State in India or convicted by a Court of Law.
- (h) No investigation, related to security and integrity of the country, by a regulatory authority should be pending either against the Applicant / any Member of the Consortium or against Applicant’s CEO or any of its directors/ managers/ employees.
- (i) No corporate debt restructuring, or insolvency and Bankruptcy Proceedings is in process and/or no unresolved debt restructuring issues with the Banks/Institutions as of 31 March 2022. The Statutory Auditor’s Certificate in this regard shall be furnished with the Application (refer to **FORM-12: DEBT**).
- (j) The Applicant shall be subjected to the Employer’s security clearance and screening.
- (k) An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- (l) The Applicant shall be compliant to Rule 144(xi) of the General Financial Rules (GFRs), 2017 notified by the Department of Expenditure vide OM no 6/18/2019-PPD dated 23 Jul 2020.
- (m) In case of an Applicant (a single firm or any member of the Consortium) which is a subsidiary of a body corporate incorporated under the applicable laws of its origin, a certificate will be required from the parent company to confirm that his subsidiary has access to resources of the parent company and the subsidiary can utilise the same for execution, if successful, of the work of the project as a part of the Eol.
- (n) In addition to the certificate, a performance and financial Parent Company Guarantee will be required at the Tender Stage, if successful in the Eol Stage.

2.2.2 Consortium Applicants

In case the Applicant is a Consortium, it shall, comply with the following additional requirements:

- (a) The number of members in a Consortium shall not exceed two (02) including Lead Member;
- (b) Members of the Consortium shall nominate one member as the Lead Member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format given in **FORM-15: POA-2**, signed by other members of the Consortium;
- (c) Share of the Lead Member and other Member in the Consortium shall be as follows:

Consortium Member	Percent Share in Consortium
Lead Member	Not less than 51%
Other Member	Not less than 25%

Total of all members of Consortium should be	100%
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- (d) Both members shall be jointly and severally liable for the execution of the Contract, if awarded, in accordance with the Contract terms.
- (e) The Consortium shall nominate a representative through a Power of Attorney (authorised by all Consortium members) who shall have the authority to conduct all business for and on behalf of any and all the members of the Consortium during the Tendering process and, in the event the Consortium is awarded the Contract, during negotiation, signing and execution of Contract thereof.
- (f) Members of the Consortium shall enter into a Joint Tendering Agreement, substantially in the format given in FORM-16: Consortium-JTA (the “**Jt. Tendering Agreement**”), for the purpose of making the Application and submitting a Tender in the event of being short-listed.
- (g) Except as provided under this Eol and the Tender Documents, there shall not be any amendment to the Jt. Tendering Agreement without the prior written consent of the Employer.

2.2.3 Change in composition of the Consortium

Change in the composition of a Consortium may not be permitted by the Employer post Eol Stage.

2.3 Applications and Costs Thereof

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

2.4 Right to Accept or Reject Any or All Applications/ Tenders

- 2.4.1 Notwithstanding anything contained in this Eol, the Employer reserves the right to accept or reject any Application and to annul the Tendering Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.4.2 The Employer reserves its right to call for original of the supporting documents or visit Applicant's offices/project sites (either completed or ongoing) for verification, if so deemed necessary and also to cross check for any details as furnished by the Applicants from their previous clients/consultants etc. Applicants shall have no objection whatsoever in this regard.
- 2.4.3 The Employer reserve the right to make use of available in-house data/information, if any, also for evaluation of Eol Applications.
- 2.4.4 The Employer reserves the right to reject any Application and/ or Tender if at any time a material misrepresentation is made or uncovered.
- 2.4.5 In case it is found during the evaluation of Eol Applications/Tenders that the Applicant has made material misrepresentation, the Applicant shall be disqualified forthwith if not yet appointed as the Contractor. If the Applicant has already been issued the LOA or has entered into the Contract and during the period of subsistence thereof, including the Defects Notification Period, as the case may be, the same shall, notwithstanding anything to the contrary contained

therein or in this EoI, be liable to be terminated without the Employer being liable in any manner whatsoever to the Applicant/Contractor and without prejudice to any other right or remedy which the Employer may have under this EoI, the Tender Documents, the Contract or under applicable law.

2.5 Documents

2.5.1 Contents of the EoI

This EoI comprises of the following:

- Invitation for Expression of Interest
- Section 1: Introduction
- Section 2: Instructions to Applicants
- Section 3: Evaluation and Qualification Criteria
- Section 4: Fraud & Corrupt Practices
- Section 5: Miscellaneous
- Section 6: Scope of Works
- Section 7: Forms
- Annexure-1: Guidelines for conversion to INR
- Annexure-2: Format for Application for Visit to IHQ of MoD (Navy)

This EoI should be read in conjunction with any Addendum issued in accordance with Clause 2.7.

The Applicant is expected to examine all instructions, appendices, forms and clauses in the EoI and to furnish with its Application all information or documentation as required in the EoI.

2.6 Pre-Application Queries and Request for Clarifications

- 2.6.1 Applicants requiring any clarification on the EoI may notify the Employer in writing by speed post/ courier and by e-mail in accordance with Clause 1.4. In addition, they are advised to provide an editable soft copy (MS Word) of the queries/request for clarifications raised by them.

- 2.6.2 The Applicants are further advised to use the following format for submitting their queries or request for clarification:

Query No.	Reference to Eol		Existing Provision in the Eol	Query or Clarification Sought
	Clause No.	Page No.		
(1)	(2)	(3)	(4)	(5)

- 2.6.3 The Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.

2.7 Amendment to Expression of Interest

- 2.7.1 At any time prior to the Application Due Date, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by Applicant(s), modify the Eol by the issuance of Addenda.
- 2.7.2 Any addendum issued shall be part of the Eol and shall be uploaded on the official website (www.indiannavy.nic.in / www.defproc.gov.in) of the Employer.
- 2.7.3 To give prospective Applicants reasonable time in which to take an addendum into account in preparing their Applications, the Employer may, at its discretion, extend the Application Due Date for the submission of the Application.

2.8 Preparation and Submission of Application

2.8.1 Language

The Application and all related correspondence and documents in relation to the Eol Stage process shall be in English language only. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided these are accompanied with 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 Eol. 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 Eol) and clearly marked as "ORIGINAL". In addition, the Applicant shall submit 02 (two) copies of such Application and documents, which shall be marked as "COPY 1" and "COPY 2". The Applicant shall also provide scanned soft copy in PDF format thereof on a Compact Disc (1 Nos.), in envelope marked "ORIGINAL". 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 Authorised Representative of the Applicant who shall also initial each page of the Application (including each FORM) in blue ink. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. Each page of the Application and attached documents should bear the seal of the Applicant. In case of printed and published documents, at-least the cover page or first page of the same shall be initialled and bear seal of the Applicant.
- 2.9.4 The Application shall contain machine number on all the pages and shall be in spiral or hard bound form only in a manner that does not allow replacement of any page. The Applicants are further advised to prepare a table of contents in the beginning of each volume of documents referring the page numbers of the indexed items.

2.10 Sealing and Marking of Applications

- 2.10.1 The Applicant shall submit the Application in the format specified in **FORM-01: APPLICATION**, together with the documents specified in Clause 2.10.2, and seal it in an envelope and mark the envelope as "APPLICATION". The Applicant shall seal the original and the copies of the Application, together with their respective enclosures, in sealed envelope duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.10.3 and 2.10.4.
- 2.10.2 The envelope shall contain:
- (a) Application for Expression of Interest (Eol) in the prescribed format (**FORM-01: APPLICATION**) along with supporting documents;
 - (b) Particulars of the Applicant (**FORM-02: PARTICULARS-1**) ;
 - (c) In case the Applicant is a Consortium, particulars of the Consortium members (**FORM-03: PARTICULARS-2**);
 - (d) FORM-04: Consent Form – Not applicable;
 - (e) Details of Historical Contract Non-Performance, Pending Litigation and Litigation History [(**FORM-05(A): NON-PERFO**, **FORM-05(B): LITIGATION** and **FORM-05(C): LITIGATION HIST**)]
 - (f) Details of General Construction Experience (**FORM-06: EXP-1**)
 - (g) Similar Works Experience details (**FORM-07: EXP-2**) along with supporting documents such as Client's Certificate etc.;
 - (h) Construction Experience in Key Activities details (**FORM-08: EXP-3**); along with supporting documents such as Client's Certificate etc.
 - (i) Financial Situation of the Applicant (**FORM-09: FIN-1**);
 - (j) Average Annual Construction Turnover (**FORM-10: FIN-2**);
 - (k) Details of Current Contracts Commitments (**FORM-11: CCC**);
 - (l) Certificate for Corporate Debt Restructuring (**FORM-12: DEBT**);
 - (m) Data and calculations for Tendering Capacity (**FORM-13: CAPACITY**);

- (n) Power of Attorney in favour of Authorised Representative (**FORM-14: POA-1**) along with extract of Board's Resolution or equivalent document in favour of the person executing the Power of Attorney;
- (o) If case the Applicant is a Consortium, the Power of Attorney for Lead Member of the Consortium (**FORM-15: POA-2**) along with extract of Board's Resolution or equivalent document in favour of the person executing the Power of Attorney;
- (p) Joint Tendering Agreement, in case of a Consortium, substantially in the format given in **FORM-16: Consortium-JTA**;
- (q) An Undertaking for Key Personnel (**FORM-17: P&E-1**)
- (r) An Undertaking for Key Equipment's (**FORM-18: P&E-2**)
- (s) Check List as per format given in **FORM-19: CHECKLIST**;
- (t) Copy of Memorandum of Association and Articles of Association or equivalent documents, if the Applicant is a body corporate, and in case of partnership firm a copy of its partnership deed;
- (u) Copies of Applicant's Audited Balance Sheets or if not required by the laws of the Applicant's country, other Financial Statements² duly certified³ as acceptable to the Employer of the last five financial years;
- (v) Scanned soft copies of the complete Application and MS Excel sheet of FORM-11: CCC, on a Compact Disc (1 Nos.), in envelope marked "ORIGINAL";
- (w) Any other document required in accordance with the Eol Document; and
- (x) Duly signed Eol Document (blank) and correspondence, addendum/ corrigendum issued by the Employer in relation to the subject Eol, in token of receipt and acceptance (***in only one copy, which shall be submitted in a separate envelope***).

2.10.3 The envelopes shall clearly bear the following identification:

"APPLICATION FOR EXPRESSION OF INTEREST: CONSTRUCTION OF BALANCE OUTER HARBOUR WORKS "

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 The Financial Statement submitted by the Applicant must mention Total Assets, Current Assets; Total Liabilities; Current Liabilities; Share Capital, Profit Before Taxes, Profit After Taxes

³ In case the accounts of the Applicant or of the members of Consortium are not required to be statutorily audited, the Financial Statement shall be certified in accordance with local legislation.

2.10.4 The envelope shall be addressed to:

Office of the Director General HQ Project Varsha, IHQ MoD Navy Room No 502, Block – D Defence Office Complex, Africa Avenue New Delhi – 110 023	
TELEPHONE NO:	011 – 2677 1560
FAX:	011 – 2086 7650
E-MAIL ADDRESS:	dgvictor@navy.gov.in

2.10.5 If the envelope is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.11 Submission of Applications

2.11.1 Applicants may either submit their Applications by Speed Post or by hand. Applications shall be received by the Employer at the address given in the above stated Clause 1.5 and no later than the deadline indicated in Clause 1.6.

2.11.2 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11.3 Applications received by the Employer after the specified time on the Application Due Date shall not be eligible for consideration.

2.12 Modifications/ Substitution/ Withdrawal of Applications

2.12.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Employer prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant after the Application Due Date. Modified or substituted applications are to be submitted by the Application Due Date as indicated in Clause 1.6

2.12.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.10, with the envelope being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.12.3 Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Employer, shall not be considered for evaluation.

2.13 Opening of Applications

2.13.1 The Employer shall open all Applications at the place given in the above stated Clause 1.5 and at the date and time indicated in Clause 1.6 in the presence of one/two authorised representative of the Applicants who may choose to attend.

2.13.2 The Employer shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants.

2.13.3 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.12 shall not be opened.

2.13.4 The Employer will subsequently examine and evaluate Applications in accordance with the provisions set out below.

2.14 Procedure for Evaluation of Applications

2.14.1 Confidentiality of Evaluation Process

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to or matters arising out of or concerning the Tendering Process. The Employer 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. The Employer 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 the Employer or as may be required by law or in connection with any legal process.

2.14.2 Responsiveness

The Employer reserves the right to reject any Application which is non-responsive with reference to the stipulations stated in the Eol Document and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Application. Provided, however, that the Employer 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.

2.15 Clarifications

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

2.15.2 If an Applicant does not provide clarifications sought under Clause 2.15.1 above within the prescribed time, its Application shall be evaluated based on the information and documents available at the time of evaluation of Application.

2.16 Evaluation of Applications and Short-listing of Applicants

2.16.1 The Employer shall use the factors, methods, criteria, and requirements defined in Section 3: Eligibility and Qualification Criteria read in conjunction with Clause 2.14.2 of Section 2, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Employer reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.

2.16.2 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be short-listed by the Employer.

2.16.3 An Applicant may be "conditionally short-listed," that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Employer.

- 2.16.4 Applicants that are conditionally short-listed will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Employer within stipulated time.
- 2.16.5 The Employer shall notify all Applicants in writing of the names of those Applicants who have been short-listed or conditionally short-listed.

2.17 Proprietary data

- 2.17.1 All documents and other information supplied by the Employer or submitted by an Applicant to the Employer shall remain or become the property of the Employer. 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. The Employer will not return any Application or any information provided along therewith.

SECTION 3

3 ELIGIBILITY AND QUALIFICATION CRITERIA

This Section contains all the methods, criteria, and requirements that the Employer shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
1	ELIGIBILITY						
1.1	Conflict between Single Entity Applicant and member of Consortium Applicant	No Single entity Applicant is a member of another Consortium Applicant or vice versa in accordance with Clause 2.2.1(a)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.2	Indian Registered Companies	The Applicant (a single firm or all members of the Consortium) shall be Indian registered companies incorporated under the Companies Act 1956	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.3	Conflict of Interest	No conflicts of interest in accordance with Clause 2.2.1(d)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.4	Suspension Based on Execution of Bid Securing Declaration by the Government	Not under suspension based on execution of a Bid Securing Declaration in accordance with Clause 2.2.1(e)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
1.5	Barred by Government	Not barred by Government as on the Application Due Date in accordance with Clause 2.2.1(f)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.6	Not Charge Sheeted, or Convicted by a court of Law	Not charge sheeted by any agency of the Government / convicted by a court of Law in relation to Security and Integrity in accordance with Clause 2.2.1(g)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.7	No Investigation, related to Security and Integrity of the Country	No investigation, related to security and integrity, by a regulatory authority, is pending in accordance with Clause 2.2.1(h)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.8	Corporate Debt Restructuring	No corporate debt restructuring or Insolvency and Bankruptcy proceeding is in process and/or no unresolved debt restructuring issues with the Banks/ Institutions as of 31 March 2022 in accordance with Clause 2.2.1(i)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-12: DEBT

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
1.9	General Finance Rule (GFR) Compliance	Compliant to Rule 144(xi) of the General Financial Rules (GFRs), 2017	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-02: PARTICULARS-1 FORM-03: PARTICULARS-2
ORM	HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY⁴						
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁵ did not occur as a result of contractor's default between 01 August 2017 to 31 July 2022.	Must meet requirement ⁶	Must meet requirement	Must meet requirement ⁶	N/A	FORM-05(A): NON-PERFO ⁷

⁴ Related to Construction Business only.

⁵ Non-performance, as decided by Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

⁶ This requirement also applies to contracts executed by the Applicant as Single firm / JV/Consortium member.

⁷ FORM-05(A), (B) and (C) should be duly certified by the Statutory Auditors of the Applicant or of the Consortium members, in case the Applicant is a Consortium.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
2.2	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in Criteria No. 3.1(ii) below and assuming that 50% of all pending litigation will be resolved against the Applicant	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-05(B): LITIGATION ⁷
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ⁸ between 01 August 2017 to 31 July 2022.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-05(C): LITIGATION HIST ⁷
3	FINANCIAL SITUATION AND PERFORMANCE						
3.1	Financial Capabilities	The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements* ⁹	Must be submitted	Must be submitted	Must be submitted	N/A	Audited balance sheets/financial statements of the

⁸ The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution from 01 August 2017 to 31 July 2022. A consistent history of awards against the Applicant or any member of a Consortium may result in disqualification of the Applicant.

⁹ In case the accounts of the Applicant or of the members of Consortium are not required to be statutorily audited, the Financial Statement shall be certified in accordance with local legislation.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		acceptable to the Employer, for the last 5 (five) financial years shall be submitted and must demonstrate the current soundness of the Applicant's financial position. *Note: The information submitted by the Applicant must mention Total Assets, Current Assets; Total Liabilities; Current Liabilities; Share Capital, Profit Before Taxes, Profit After Taxes					last five financial years
		(i) The Applicant shall demonstrate that it has access to, or has available, liquid assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements of Rs 272 Crore (INR Two Hundred and Seventy-Two Crore) for the subject contract after meeting its cash flow requirements for current contract commitments.	Must meet requirement	Must meet requirement	Must meet requirement in proportion to its financial share in the Consortium	N/A	FORM-09: FIN-1 & FORM-11: CCC

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		(ii) The Applicant shall have positive Net Worth at the close of the last financial year	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-09: FIN-1
3.2	Average Annual Turnover	Minimum average annual turnover ¹⁰ equivalent to Rs 1140 Crore (INR One Thousand One Hundred and Forty Crore) calculated as total certified payments received for contracts in progress and/or completed within the last five (5) financial years, divided by five (5).	Must meet requirement	Must meet requirement	Must meet requirement in proportion to its financial share in the Consortium	N/A	FORM-09: FIN-1
3.3	Tendering Capacity	The Applicant should have minimum available Tendering Capacity of Rs 3800 Crore (INR Three Thousand Eight Hundred Crore) in accordance with the formula stated in FORM-13: CAPACITY	Must meet requirement	Must meet requirement	Must meet requirement in proportion to its financial share in the Consortium	N/A	FORM-10: FIN-2 FORM-13: CAPACITY & FORM-11: CCC

¹⁰ If the annual turnover is not clearly stated in the Audited Balance Sheets / Financial Statements of the Applicant / Consortium members, specific certificate issued by its Statutory Auditors or in case the accounts of the Applicant or of the members of Consortium are not required to be statutorily audited, certified in accordance with local legislation, should be submitted.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
4	EXPERIENCE						
4.1	General Construction Experience	Experience in construction contracts in the role of prime contractor and/or joint venture member/consortium member and/or sub-contractor for at least 48 months in the last 60 Months in the period starting from 01 August 2017 to 31 July 2022.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-06: EXP-1 ¹¹
4.2		A minimum number ¹³ of similar works specified below that have been successfully	Must meet requirement of at least one (01) contract of minimum value of Rs. 3040 Crore	N/A	Must meet requirement of (01) contract of minimum value of Rs. 760 Crore	Must meet requirement of (01) contract of minimum value of Rs. 3040 Crore (INR Three	FORM-07: EXP-2

¹¹ FORM-06 should be duly certified by the Statutory Auditors of the Applicant or of the Consortium members in case the Applicant is a Consortium. Alternatively, the Applicant can substantiate the 'General Construction Experience', which it has claimed through FORM-06, by submitting copies of Work Order(s)/ LOI(s)/LOA(s)/Client's Certificate(s) issued by the Client(s) and duly signed and stamped by the Authorised Representative of the Applicant.

¹³ Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
	Similar Work(s) Experience¹²	completed ¹⁴ as a prime contractor or joint venture member ¹⁵ , or sub-contractor ¹⁵ between 01 August 2012 to 31 July 2022.	(INR Three Thousand Forty Crore)		(INR Seven Hundred and Sixty Crore)	Thousand Forty Crore)	
		“Similar Work(s)” means a project which contains one or more of the elements listed below.	OR	OR	OR	OR	
		<ul style="list-style-type: none"> • Dredging or dredging and reclamation • Construction of jetties or similar maritime structures used for ship berthing 	Must meet requirement of at least two (02) contracts each of minimum value Rs. 1900 Crore (INR One Thousand	Must meet requirement of at least two (02) contracts each of minimum value Rs. 1900 Crore (INR One Thousand Nine Hundred Crore)	Must meet requirement of at least One (01) contract of minimum value of Rs. 1900 Crore (INR One Thousand	N/A	

¹² The Similar Works experience(s) of Group Companies, or Sister Companies, Concessionaires and Developers shall not be considered for evaluation except in cases of parent companies, where the applicant is in full compliance to the condition stated under clause 2.2.1(m) & (n). The Applicants are advised to strictly adhere to this requirement and submit the Similar Works experience(s) from the client(s) of the Applicant only.

¹⁴ Only such works shall be considered which are completed as evidenced by the client certificate. The cost of land shall not be considered to determine the cost of the works.

¹⁵ For contracts under which the Applicant participated as a member of a joint venture/consortium; or as a sub-contractor, only the Applicant's share, by value, shall be considered to meet this requirement.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		• Construction of breakwaters	Nine Hundred Crore)		Nine Hundred Crore)		
			OR	OR	OR	OR	
			Must meet requirement of at least three (03) contracts each of minimum value Rs. 1520 Crore (INR One Thousand Five Hundred and Twenty Crore)	Must meet requirement of at least three (03) contracts each of minimum value Rs. 1520 Crore (INR One Thousand Five Hundred and Twenty- Crore)	Must meet requirement of at least One (01) contract of minimum value of Rs. 1520 Crore (INR One Thousand Five Hundred and Twenty Crore)	Must meet requirement of Two (02) contracts each of minimum value of Rs. 1520 Crore (INR One Thousand Five Hundred and Twenty Crore)	
4.3	Construction Experience ¹⁶ in Key Activities	For the above and / or any other contracts completed and /or under implementation as prime contractor, or joint					FORM-08: EXP-3

¹⁶ The construction experience(s) of Group Companies, or Sister Companies, Concessionaires and Developers shall not be considered for evaluation except in cases of parent companies, where the applicant is in full compliance to the condition stated under clause 2.2.1(m) & (n). The Applicants are advised to strictly adhere to this requirement and submit the construction experience(s) from the client(s) of the Applicant only.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		venture /consortium member, or sub-contractor ¹⁵ between 01 August 2012 to 31 July 2022, a minimum construction experience in the following key activities successfully completed ¹⁷ :					
		Key Construction Activity No. 1: Completed Construction of at least one breakwater of length not less than 1Km.	Must meet requirement	N/A	N/A	Must meet requirement	FORM-08: EXP-3
		Key Construction Activity No. 2: Completed Dredging or dredging and reclamation works of atleast 4 million Cum.	Must meet requirement	N/A	N/A	Must meet requirement	FORM-08: EXP-3
		Key Construction Activity No. 3:	Must meet requirement	N/A	N/A	Must meet requirement	FORM-08: EXP-3

¹⁷ Quantity of key activity can be demonstrated in one or more contracts.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	Consortium (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		Completed construction of jetties or similar maritime structures used for ship berthing of cumulative length not less than 800m.					
5	Personnel & Equipment Capabilities						
5.1	Personnel Capabilities	An undertaking to be provided by the Applicant, as per FORM-17: P&E-1	Must meet requirement	Must meet requirement	N/A	N/A	FORM-17: P&E-1
5.2	Equipment Capabilities	An undertaking to be provided by the Applicant, as per FORM-18: P&E-2	Must meet requirement	Must meet requirement	N/A	N/A	FORM-18: P&E-2

SECTION 4

4 FRAUD AND CORRUPTION PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Tendering Process. Notwithstanding anything to the contrary contained herein, the Employer 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, fraudulent, coercive, collusive or undesirable' practice in the Tendering Process.
- 4.2 Without prejudice to the rights of the Employer under Clause 4.1 hereinabove, if an Applicant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any 'corrupt, fraudulent, coercive, collusive or undesirable practice during the Tendering Process, such Applicant shall not be eligible to participate in any tender or Eol issued by the Employer during a period of 2 (two) years from the date such Applicant is found by the Employer to have indulged in any 'corrupt, fraudulent, coercive, collusive or undesirable' practice, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"Corrupt practice"** means the offering, receiving, or soliciting, directly or indirectly, of anything of any value to influence the actions of a public official in the selection process or in contract execution;
 - (b) **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) **"Collusive practice"** means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels; and
 - (d) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract.

SECTION 5

5 MISCELLANEOUS

- 5.1 The Applicants shall ensure that all persons related to the Eol Application have noted that the Indian Official Secret Act 1923 (XIX of 1923) applies to them and continues to apply perpetually, even after the Eol Stage process is over. An undertaking to this effect should be taken by the Applicant from all persons related to his Eol Application
- 5.2 The Tendering Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State of New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Tendering Process.

SECTION 6

6 DESCRIPTION OF THE WORKS

6.1 General

Construction of Balance Outer Harbour Works is one of the key elements of Project Varsha. The Scope of Work associated with the Construction of Balance Outer Harbour Works, as included in this document, is indicative and general in nature only.

6.2 Scope of Balance Outer Harbour Works

The scope of the Balance Outer Harbour Works includes mainly construction of the following:

- Rubble mound breakwaters – Two breakwaters about 2.5 km in total length with depths varying from 0 to -16m CD with crown wall on top. The expected sizes of concrete armour for the breakwaters are from 5 m³ to 18m³.
- Groyne – 200 to 250m long in depths varying from 0 to -19m CD
- Dredging including in sand trap – 5 to 10 million cum. in depth of 8 to 16m below CD
- Jetties – About 5 nos. of approximate total structure length of 2,060m. The jetties are piled structures of 350 to 450m in length and width of 15 to 30m, including berth furniture
- Jetty Utilities i.e. E&M Works
- Utility platform and Utility trenches over breakwaters
- Beach nourishment
- Approach Trestle – 400m long to access Breakwater
- Approach road to Breakwater
- Navigational Aids
- Shore protection works and River Training Works
- Approximate total quantity of rock for relevant works is about 85 lakh tonnes of weights varying from 05 kg to 10 tonnes
- Approximate total number of piles for the above envisaged works are 1,200 nos

It is to be noted that presently works have been partially carried out and the Project/ Tender pertains to completion of balance works. The partially carried out works may require rectification / rework, including but not limiting to removal of rocks from seabed in the basin, condition survey of piles to assess if they are suitable for further use, additional replacement piles if needed etc. More detailed Scope of Works will be provided in the Tender Documents to be issued to the short-listed Applicants.

SECTION 7

7.1 Forms

This section contains forms to be submitted with the Application as applicable.

FORM-01: APPLICATION
APPLICATION FOR EXPRESSION OF INTEREST (Eol)

(Refer Clause 2.10.1)

Dated:.....

To,

The Director General,
HQ Project Varsha, IHQ MoD Navy
Block – D, Defence Office Complex, Africa Avenue
New Delhi - 110023

Subject: Application for Construction of Balance Outer Harbour Works

Dear Sir,

1. With reference to your EOI No. DGV/0113/OHMMW/BOW/01, we, having examined the Eol document and understood its contents, hereby submit our Application for Expression of Interest (Eol) for the aforesaid works. The Application is unconditional and unqualified.
2. We acknowledge that the Employer will be relying on the information provided in the Application and the documents accompanying the Application for short-listing of the Applicants for the aforesaid work, and we certify that all information provided in the Application and Forms submitted with the Application is true and correct; nothing has been omitted or concealed which could render such information misleading, and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of short-listing as a Tenderer for the construction of the aforesaid works.
4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate our Application.
5. We acknowledge the right of the Employer to reject our Application 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.
6. We declare that:
 - (a) we have examined and have no reservations to the Eol document, including any addendum, corrigendum issued by the Employer;
 - (b) we/ any Member of the Consortium, pursuant to Clause 2.2.1 (a) of the Eol Document, are not a Member of any other Consortium applying for this Eol.
 - (c) We/any Member of the Consortium, pursuant to Clause 2.2.1 (b) of the Eol Document, are an Indian registered companies incorporated under the Companies Act 1956.
 - (d) we do not have any conflict of interest pursuant to Clause 2.2.1 (d) of the Eol Document;
 - (e) we have not directly or indirectly or through an agent engaged or indulged in any 'corrupt, fraudulent, coercive, collusive or undesirable' practice, as defined in Section 4 of the Eol Document, in respect of any Tender or Request for Proposal issued by or any agreement entered into with the Employer or any other Public Sector Enterprise or any Government, Central or States of India;

- (f) we hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the Eol Document, no person acting for us or on our behalf within our control and knowledge has engaged or will engage in any 'corrupt, fraudulent, coercive, collusive or undesirable' practice; and
 - (g) we/any Member of the Consortium have not been suspended by the Government of India or any State Government in India, as a result of the execution of a Tender-Securing Declaration.
 - (h) we/any Member of the Consortium are not barred by the Government of India or any State Government in India and no bar subsists as on the Application Due Date.
 - (i) in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium have not been charge-sheeted by any agency of the Government of India or any State in India or convicted by a Court of Law.
 - (j) to the best of our knowledge and belief no investigation, related to security and integrity of the country, by a regulatory authority is pending either against us/ any Member of the Consortium or against our CEO or any of our directors/ managers/ employees.
 - (k) we undertake that in case due to any change in facts or circumstances during the Eol Stage / Tendering Process, we are attracted by the provisions of disqualification in terms of the provisions of this Eol, we shall intimate the Employer of the same immediately.
7. We understand that you may cancel the Expression of Interest process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants for Tendering for the works, without incurring any liability to the Applicants, in accordance with Clause 2.4.1 of the Eol document.
8. Checklist in FORM-19: CHECKLIST, duly filled and signed, is enclosed.

For and on behalf of [*Name of the Applicant / name of the Consortium, as applicable*]

.....
[Signature] [Seal of the Applicant /Consortium]

.....
[Name of the person duly authorized to sign the Application on behalf of the Applicant]

.....
[Designation of the person signing the Application]
.....[Date DD/MMM/YYYY]

FORM-02: PARTICULARS-1
PARTICULARS OF THE APPLICANT

(Refer Clause 2.10.2(b))

Subject: Application for Construction of Balance Outer Harbour Works

1. (a) Applicant's Name:
(b) In case of Consortium, name of each member:
(i) (ii)
(c) Applicant's Company registration:
(d) Applicant's year of incorporation:
(e) Applicant's Legal Address in country of registration:
(f) Address for Correspondence:
2. Particulars of the Authorised Representative of the Applicant:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone & Fax Number:
(f) E-Mail Address:
3. Ownership Structure:
(a) Listed/Unlisted
(b) Widely/ Narrowly Held
(c) Promoter Holding
(d) Indirect Govt Holding
(e) Percentage of Independent Directors in Board
(f) Dividend History (last 5 Years)
(g) Presence of Foreign Promoter Investment
(h) Compliance to Rule 144(xi) of GFRs, 2017
4. In case the Applicant is a Consortium it shall complete FORM-03: PARTICULARS-2 to provide information relating to each Consortium member.

Attached are copies of original documents of:

- (i) Articles of Incorporation/Registration as a proof of incorporated/Registration in India under the Companies Act 1956
- (ii) (a) Memorandum of Association and (b) Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.

- (iii) In case of government-owned entity¹⁸ documents establishing:
 - a. Legal and financial autonomy
 - b. Operation under Commercial Law
- (iv) Organisational Chart and List of Board of Directors.

For and on behalf of [*Name of the Applicant / name of the Consortium, as applicable*]

.....
[Signature]

.....
[Seal of the Applicant /Consortium]

.....
[Name of the person duly authorized to sign the Application on behalf of the Applicant]

.....
[Designation of the person signing the Application]

.....
[Date DD/MMM/YYYY]

¹⁸ "Government owned entity" means an entity controlled by Central/State Government in India or any entity controlled by these Government(s).

FORM-03: PARTICULARS-2
PARTICULARS OF THE CONSORTIUM MEMBERS ¹⁹

(Refer Clause 2.10.2 (c))

Subject: Application for Construction of Balance Outer Harbour Works

1.
 - (a) Applicant's Name:
 - (b) Consortium member's Name:
 - (c) Consortium member's company registration:
 - (d) Consortium member's year of incorporation:
 - (e) Consortium member's Legal Address in country of registration:
.....
 - (f) Address for Correspondence:
2. Particulars of the Authorised Representative of the Consortium member:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone & Fax Number:
 - (f) E-Mail Address:
3. Ownership Structure
 - (a) Listed/Unlisted
 - (b) Widely/ Narrowly Held
 - (c) Promoter Holding
 - (d) Indirect Govt Holding
 - (e) Percentage of Independent Directors in Board
 - (f) Dividend History (last 5 Years)
 - (g) Presence of Foreign Promoter Investments
 - (h) Compliance to Rule 144(xi) of GFRs, 2017

Attached are copies of original documents of:

¹⁹ In case the Applicant is a Consortium it shall complete a separate FORM-03: PARTICULARS-2 to provide information relating to each Consortium member.

- (i) Articles of Incorporation/Registration as a proof of incorporated/Registration in India under the Companies Act 1956.
- (ii) (a) Memorandum of Association and (b) Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- (iii) In case of government-owned entity ²⁰documents establishing:
 - (a) Legal and financial autonomy
 - (b) Operation under Commercial Law
- (iv) Organisational Chart and List of Board of Directors.

For and on behalf of [*Name of the Applicant / name of the Consortium, as applicable*]

.....
[Signature]

.....
[Seal of the Applicant /Consortium]

.....
[Name of the person duly authorized to sign the Application on behalf of the Applicant]

.....
[Designation of the person signing the Application]

.....
[Date DD/MMM/YYYY]

²⁰ "Government owned entity" means an entity controlled by Central/State Government in India or any entity controlled by these Government(s).

FORM-04: CONSENT

NOT APPLICABLE

FORM-05(A): NON-PERFO

(Eligibility and Qualification Criteria No. 2.1)

HISTORICAL CONTRACT NON-PERFORMANCE

Subject: Application for Construction of Balance Outer Harbour Works

[The following table shall be filled in for the Applicant and in the case of a Consortium Applicant, for each Member]

Applicant's Name: *[insert full name]*.....

Date: *[insert day, month, year]*.....

Consortium Member's Name: *[insert full name]*.....

Details of the Contract(s) not performed from 01 August 2017 to 31 July 2022 specified in Section 3, Eligibility and Qualification Criteria No. 2.1 is as follows.

Date, month & Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
<i>[insert date]</i>	<i>[insert amount (currency), INR Equivalent (exchange rate*) and percentage of the Contract Amount]</i>	Contract Identification: <i>[indicate complete contract name/ number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[insert date]</i>	<i>[insert amount (currency), INR Equivalent (exchange rate*) and percentage of the Contract Amount]</i>	Contract Identification: <i>[indicate complete contract name/ number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[insert date]</i>	<i>[insert amount (currency), INR Equivalent (exchange rate*) and percentage of the Contract Amount]</i>	Contract Identification: <i>[indicate complete contract name/ number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

According to the information, explanations and documents provided by the Applicant to us, we certify that the above information is correct to the best of our knowledge and belief.

.....(Signature of the Statutory Auditor)
..... (Full Name of the Statutory Auditor)
..... (Name of the Statutory Auditor's Firm)
..... (Complete Address of the Statutory Auditor's Firm)
..... (Telephone/fax numbers, including country and city codes)
..... (E-mail of the Statutory Auditor)
..... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

UDIN No.:

Notes:

- (i) Non-performance, as decided by the Employer, shall include all contracts where
 - (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and
 - (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism.

Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

- (ii) Data of non-performance of contracts related to construction contracts only shall be given.
- (iii) This requirement also applies to contracts executed by the Applicant as Consortium member.
- (iv) FORM-05(A) should be duly certified by the Statutory Auditors of the Applicant or of the Consortium member(s) in case the Applicant is a Consortium
- (v) * Refer Annexure-1 for source of exchange rate.

FORM-05(B): LITIGATION

(Eligibility and Qualification Criteria No. 2.2)

PENDING LITIGATION

Subject: Application for Construction of Balance Outer Harbour Works

[The following table shall be filled in for the Applicant and in the case of a Consortium Applicant, for each Member]

Applicant's Name: *[insert full name]*.....

Date: *[insert day, month, year]*.....

Consortium Member's Name: *[insert full name]*.....

Details of Pending Litigation up to 31 July 2022, in accordance with Section 3, Eligibility and Qualification Criteria No. 2.2 are as follows:

Date, month & Year of dispute	Amount in dispute (currency), INR Equivalent (exchange rate*)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
<i>[insert date]</i>	<i>[insert amount]</i>	<p><i>Contract Identification: [indicate complete contract name, number, date and any other identification]</i></p> <p><i>Name of Employer: [insert full name]</i></p> <p><i>Address of Employer: [insert street/city/country]</i></p> <p><i>Matter in dispute: [indicate main issues in dispute]</i></p> <p><i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i></p> <p><i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<i>[insert date]</i>	<i>[insert amount]</i>	<p><i>Contract Identification: [indicate complete contract name, number, date and any other identification]</i></p> <p><i>Name of Employer: [insert full name]</i></p> <p><i>Address of Employer: [insert street/city/country]</i></p> <p><i>Matter in dispute: [indicate main issues in dispute]</i></p> <p><i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i></p> <p><i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>

Date, month & Year of dispute	Amount in dispute (currency), INR Equivalent (exchange rate*)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
[insert date]	[insert amount]	<i>Contract Identification: [indicate complete contract name, number, date and any other identification]</i> <i>Name of Employer: [insert full name]</i> <i>Address of Employer: [insert street/city/country]</i> <i>Matter in dispute: [indicate main issues in dispute]</i> <i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i> <i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	[insert amount]

According to the information, explanations and documents provided by the Applicant to us, we certify that the above information is correct to the best of our knowledge and belief.

.....(Signature of the Statutory Auditor)
 (Full Name of the Statutory Auditor)
 (Name of the Statutory Auditor's Firm)
 (Complete Address of the Statutory Auditor's Firm)
 (Telephone/fax numbers, including country and city codes)
 (E-mail of the Statutory Auditor)
 (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

UDIN No.:

Notes:

- (i) The Applicant shall provide accurate information about all pending litigation and / or arbitration cases resulting from contracts completed or ongoing under its execution.
- (ii) The Applicant shall also provide details of pending litigation referred in paragraph (i) above, which has been accounted for in the submitted latest audited Balance Sheet as follows:
 - (a) The claims and suits lodged against the company for which the company has not accounted for the liability in its books as the matter is pending with arbitration/ courts

and the same has not been finally settled up to the date of Balance Sheet and the company is sure that the decision will not go against the company. **(Please indicate the page no. of the Audited Balance Sheet where these amounts have been reflected).**

- (b) The claims and suits lodged by the company against customers/ supplies for recovery of dues and the matter is pending with arbitration/ courts and the company has accounted for the claims as receivable in its books of account considering the decision will be in favour of the company. **(Please indicate the page no. of the Audited Balance Sheet where these amounts have been reflected).**
- (iii) FORM-05(B) should be duly certified by the Statutory Auditors of the Applicant or of the Consortium member(s) in case the Applicant is a Consortium.
- (iv) *Refer Annexure-1 for source of exchange rate.

FORM-05(C): LITIGATION-HIST

(Eligibility and Qualification Criteria No. 2.3)

LITIGATION HISTORY

Subject: Application for Construction of Balance Outer Harbour Works

[The following table shall be filled in for the Applicant and in the case of a Consortium Applicant, for each Member]

Applicant's Name: [insert full name].....

Date: [insert day, month, year].....

Consortium Member's Name:[insert full name].....

Details of Litigation History from 01 August 2017 to 31 July 2022 in accordance with Section 3, Eligibility and Qualification Criteria No. 2.3 are as follows:

Date, month & Year of award	Amount of Award(currency), INR Equivalent (exchange rate*)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
[insert date]	[insert amount]	<p>Contract Identification: [indicate complete contract name, number, date and any other identification]</p> <p>Name of Employer: [insert full name]</p> <p>Address of Employer: [insert street/city/country]</p> <p>Matter in dispute: [indicate main issues in dispute]</p> <p>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</p> <p>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</p>	[insert amount]
[insert date]	[insert amount]	<p>Contract Identification: [indicate complete contract name, number, date and any other identification]</p> <p>Name of Employer: [insert full name]</p> <p>Address of Employer: [insert street/city/country]</p> <p>Matter in dispute: [indicate main issues in dispute]</p> <p>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</p> <p>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</p>	[insert amount]

Date, month & Year of award	Amount of Award(currency), INR Equivalent (exchange rate*)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
[insert date]	[insert amount]	<i>Contract Identification: [indicate complete contract name, number, date and any other identification]</i> <i>Name of Employer: [insert full name]</i> <i>Address of Employer: [insert street/city/country]</i> <i>Matter in dispute: [indicate main issues in dispute]</i> <i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i> <i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	[insert amount]

According to the information, explanations and documents provided by the Applicant to us, we certify that the above information is correct to the best of our knowledge and belief.

.....(Signature of the Statutory Auditor)
 (Full Name of the Statutory Auditor)
 (Name of the Statutory Auditor's Firm)
 (Complete Address of the Statutory Auditor's Firm)
 (Telephone/fax numbers, including country and city codes)
 (E-mail of the Statutory Auditor)
 (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

UDIN No.:

Notes:

- (i) * Refer Annexure-1 for source of exchange rate.
- (ii) The Applicant shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years.
- (iii) This may be noted that under this category only cases of arbitration /litigation finally settled against the Applicant should be listed. If the case is pending at any level of arbitration or judiciary, the same should be listed in Pending Litigation and NOT under Litigation History. A consistent history of awards against the Applicant or any member of a Consortium may result in rejection of the Application.
- (iv) FORM-05(C) should be duly certified by the Statutory Auditors of the Applicant or of the Consortium member(s) in case the Applicant is a Consortium.

FORM-06: EXP-1
GENERAL CONSTRUCTION EXPERIENCE²¹

(Eligibility and Qualification Criteria No. 4.1)

Subject: Application for Construction of Balance Outer Harbour Works

[The following table shall be filled in for the Applicant and in the case of a Consortium Applicant, each Member]

Applicant's Name: *[insert full name]*.....

Date: *[insert day, month, year]*.....

Consortium Member's Name: *[insert full name]*.....

[Identify contracts that demonstrate continuous construction work starting 01 August 2017 till 31 July 2022 pursuant to Section-3, Eligibility and Qualification Criteria No. 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Date	Ending Date	Contract Identification	Role of Applicant
<i>[indicate date]</i>	<i>[indicate date]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and INR equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV/Consortium Member of Contractor" or "Sub-contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and INR equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV/Consortium Member of Contractor" or "Sub-contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and INR equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV/Consortium Member of Contractor" or "Sub-contractor"]</i>

²¹ FORM-06 should be duly certified by the Statutory Auditors of the Applicant or of the Consortium members, in case the Applicant is a Consortium. Alternatively, the Applicant can substantiate the 'General Construction Experience', which it has claimed through FORM-06, by submitting copies of Work Order(s)/ LOI(s)/LOA(s)/Client's Certificate(s) issued by the Client(s) and duly signed and stamped by the Authorised Representative of the Applicant.

* Refer Annexure-1 for date and source of exchange rate.

According to the information, explanations and documents provided by the Applicant to us, we certify that the above information is correct to the best of our knowledge and belief.

(Applicable in case of form being certified by Statutory Auditor of the Applicant / member of the Consortium)

.....(Signature of the Statutory Auditor)

..... (Full Name of the Statutory Auditor)

..... (Name of the Statutory Auditor's Firm)

..... (Complete Address of the Statutory Auditor's Firm)

..... (Telephone/fax numbers, including country and city codes)

..... (E-mail of the Statutory Auditor)

..... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

UDIN No.:

FORM-07: EXP-2
SIMILAR WORKS EXPERIENCE²²

(Eligibility and Qualification Criteria No. 4.2)

Subject: Application for Construction of Balance Outer Harbour Works

[The following table shall be filled in for contracts performed by the Applicant, each member of Consortium]

Applicant's Name: *[insert full name]*

Consortium Member's Name: *[insert full name]*

Similar work No. <i>[insert number] of [insert number of similar works required]</i>	Information		
Description of the similarity in accordance with similar work as defined in Section 3, Eligibility and Qualification Criteria No. 4.2			
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award date	<i>[insert day, month, year]</i>		
Commencement date	<i>[insert day, month, year]</i>		
Completion date	<i>[insert day, month, year]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in Joint Venture/Consortium of Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>	INR <i>[insert Exchange rate and total contract amount in INR equivalent]*</i>	
Total Contract Amount after accounting for escalation as per provision given below **	<i>[insert total contract amount in INR after escalation]</i>		

²² The Similar Works experience(s) of Group Companies, or Sister Companies, Concessionaires and Developers shall not be considered for evaluation except in cases of parent companies, where the applicant is in full compliance to the condition stated under clause 2.2.1(m) & (n). The Applicants are advised to strictly adhere to this requirement and submit the Similar Works experience(s) of the Applicant only (see Section 3, Eligibility and Qualification Criteria No. 4.2).

Similar work No. <i>[insert number] of [insert number of similar works required]</i>	Information		
If member in a joint venture/Consortium or sub-contractor, specify participation in total contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in INR equivalent]*</i>
Employer's Name:	<i>[insert full name]</i>		
Address: Telephone/fax number E-mail:	<i>[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert e-mail address, if available]</i>		

For and on behalf of *[Name of the Applicant / name of the Consortium, as applicable]*

.....

[Signature]

.....

[Seal of the Applicant /Consortium]

.....

[Name of the person duly authorized to sign the Application on behalf of the Applicant]

.....

[Designation of the person signing the Application]

.....

[Date DD/MMM/YYYY]

* Refer Annexure-1 for source of exchange rate.

**For completed works, escalation @ 7% per annum (applied from the date of completion of the works until 31 July 2022) shall be considered for equating the works of the previous years to the current year for Indian Rupees (INR).

In case of currencies other than INR, for equating the works of the previous years to the current year, an escalation of 2% per annum on the foreign currency amount shall first be applied (applied from the date of completion of the works until 31 July 2022). The resulting amount shall then be converted in to INR using the exchange rate applicable on 31 July 2022 (Refer Annexure-1 for source of exchange rate).

FORM-08: EXP-3 CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES²³

(Eligibility and Qualification Criteria No. 4.3)

Subject: Application for Construction of Balance Outer Harbour Works

[The following table shall be filled in for contracts performed by the Applicant and/or each member of Consortium, as applicable]

[Each and every key construction activity and in case of more contracts pursuant to Criteria 4.3 of Section 3, each contract details, shall be filled in separate form]

Applicant's Name: *[insert full name]*

Consortium Member's Name:..... *[insert full name]*

Key Construction Activity No.:*[insert respective key construction activity no. and description as given at Eligibility and Qualification Criteria No. 4.3 in Section 3]*

Details of key construction activity executed under the contract:

	Information		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Employer's Name	<i>[insert full name]</i>		
Address: Telephone/Fax Number Email:	<i>[indicate street/ number/ town or city/ country]</i> <i>[insert telephone/ fax numbers, including country and city area codes]</i> <i>[insert e-mail address, if available]</i>		
Contract awarded to	<i>[insert name of firm to whom the contract was awarded]</i>		
Contract Award date	<i>[insert day, month, year]</i>		
Contract Commencement date	<i>[insert day, month, year]</i>		
Contract Completion date	<i>[insert day, month, year]</i>		
Total Contract Amount	<i>[insert total contract amount in contract currency(ies)]</i>	INR <i>[insert exchange rate* and total contract amount in INR equivalent]</i>	
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in Joint	Sub-contractor <input type="checkbox"/>

²³ The construction experience(s) of Group Companies, or Sister Companies, Concessionaires and Developers shall not be considered for evaluation except in cases of parent companies, where the applicant is in full compliance to the condition stated under clause 2.2.1(m) & (n). The Applicants are advised to strictly adhere to this requirement and submit the construction experience(s) of the Applicant only (see Section 3, Eligibility and Qualification Criteria No. 4.3).

	Venture/Consortium of Contractor <input type="checkbox"/>	
Applicant's/Consortium Member's participation (in percentage) in Contract	100% (in case of Contractor being a single entity).% (in case of Contractor being a JV/Consortium)	100% (in case of Sub-contractor being a single entity).% (in case of Sub-contractor being a JV/Consortium)
Description and details of key construction activity executed under the Contract:		
Key construction activity no. ** and its start/ completion date as per contract or client's certificate	Component of Key Construction Activity: <i>[insert description of key construction activity]</i> Quantity: <i>[insert number of such key construction activities executed]</i> Key activity start date: <i>[insert start date]</i> Key activity completion date: <i>[insert completion date]</i>	
	Total quantity in the contract (i)	Percentage participation (ii)
	Actual Quantity Performed (i) x (ii)	

Supporting documents submitted for the key construction activity along with this form.

[insert here the description of supporting document annexed with this form to substantiate the key construction activity]

1.
2.
3.

For and on behalf of *[Name of the Applicant / name of the Consortium, as applicable]*

.....

[Signature]

[Seal of the Applicant /Consortium]

.....

[Name of the person duly authorized to sign the Application on behalf of the Applicant]

.....

[Designation of the person signing the Application]

.....

[Date DD/MMM/YYYY]

* Refer Annexure-1 for date and source of exchange rate.

** For Key Construction Activity No. 1, 2 & 3 in case of Applicant's /Consortium Member's role in contract is/was as a member of Contractor's / Sub-contractor's/JV/Consortium, it shall substantiate that the key construction activity was in his scope under the contract. This substantiation could be through the client's certificate or Joint Venture/Consortium agreement or other appropriate document.

FORM-09: FIN-1
FINANCIAL SITUATION OF THE APPLICANT

(Eligibility and Qualification Criteria No. 3.1)

Subject: Application for Construction of Balance Outer Harbour Works

[The following table shall be filled in for the Applicant and each member of Consortium]

Applicant's Name: [insert full name]

Consortium Member's Name: [insert full name]

1. Financial data

Type of Financial information in (currency)	Historic information for previous 5 (Five) Years (amount in currency, exchange rate*, INR equivalent)				
	Year 5	Year 4	Year 3	Year 2	Year 1
Statement of Financial Position (Information from Balance Sheet)					
A. Total Assets (TA) (Excluding Deferred Expenditure and Losses)					
B. Total Outside Liabilities (TL) (Long Term Liabilities and Current Liabilities and Provisions)					
C. Revaluation Reserve					
D. Net Worth = A - B - C					
E. Current Assets (CA)					
F. Current Liabilities and Provisions (CL)					
G. Working Capital = E - F					
H. Proposed specific line of credit agreed by commercial Bank and/or any other source of finance for the subject contract					
I. Total Available Working Capital (G+H) for the subject contract					
J. Working Capital requirements for current contract commitments [Total of col. 14 of Form-11: CCC]					
K. Sources of Finance for current contract commitments (Total of column 15 of Form-11: CCC)					

Type of Financial information in (currency)	Historic information for previous 5 (Five) Years (amount in currency, exchange rate*, INR equivalent)				
	Year 5	Year 4	Year 3	Year 2	Year 1
L. Working Capital available after meeting the Working Capital requirements for current contract commitments (I-J+K)					
M. Financial Soundness					
N. Net worth					
O. Profit before taxes					
P. Profit after taxes					
Q. Credit Rating by institutions like CRISIL etc.:-					
R. Long Term Credit Rating					
S. Short Term Credit Rating					
T. Outlook					
U. Annual Turnover					
V. Annual Turnover					

According to the information, explanations and documents provided by the Applicant to us, we certify that the above information is correct to the best of our knowledge and belief.

(Applicable in case of form being certified by Statutory Auditor of the Applicant / member of the Consortium)

..... *(Signature of the Statutory Auditor)*
 *(Full Name of the Statutory Auditor)*
 *(Name of the Statutory Auditor's Firm)*
 *(Complete Address of the Statutory Auditor's Firm)*
 *(Telephone/fax numbers, including country and city codes)*
 *(E-mail of the Statutory Auditor)*
 *(Seal of the Statutory Auditor)*

Membership No. of the Statutory Auditor:

UDIN No.:

2. Financial documents

- (a) The Audited Balance Sheets, Profit and Loss Account and cash flow statement of Group Companies, or Sister Companies shall not be considered for evaluation except in cases of parent companies, where the applicant is in full compliance to the condition stated under clause 2.2.1(m) & (n). The Applicants are advised to strictly adhere to this requirement and submit the above statements of the Applicant or of the each member of Consortium only.
- (b) The Applicant or each member of Consortium shall attach copies of the Audited Balance Sheets or, if not required by the laws of the Applicant's country, other Financial Statements for 5 (five) years preceding the Application Due Date, which shall:
 - (i) reflect the financial situation of the Applicant or of the each member of Consortium, and not an affiliated entity (such as parent company or group member);
 - (ii) be statutorily audited or in case the accounts of the Applicant or of the members of Consortium are not required to be statutorily audited, certified in accordance with local legislation;
 - (iii) be complete, including all notes attached thereto;
 - (iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note:

1. *Year 1 will be the latest completed financial year, preceding the Application Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. For avoidance of doubt, financial year shall, for the purposes of the Application hereunder, mean the accounting year followed by the Applicant in the normal course of its business.*
2. *If the most recent set of Balance Sheet or the Financial Statement, as the case may be, is for a period earlier than 12 months from the date of application, justification should be provided for the same.*

FORM-10: FIN-2
AVERAGE ANNUAL CONSTRUCTION TURNOVER²⁴

(Eligibility and Qualification Criteria No. 3.3)

Subject: Application for Construction of Balance Outer Harbour Works

[The following table shall be filled in for the Applicant and each member of Consortium]

Applicant's Name: *[insert full name]:*

Consortium Member's Name: *[insert full name]*

Annual Construction Turnover			
Year (Financial year to be indicated by Applicant)	Amount Currency	Exchange rate**	INR equivalent
<i>[indicate financial year]</i>	<i>[insert amount and indicate currency]</i>		
FY – 2021-22			
FY – 2020-21			
FY – 2019-20			
FY – 2018-19			
FY – 2017-18			
		Average Annual Construction Turnover ***	

According to the information, explanations and documents provided by the Applicant to us, we certify that the above information is correct to the best of our knowledge and belief.

.....(Signature of the Statutory Auditor)

..... (Full Name of the Statutory Auditor)

..... (Name of the Statutory Auditor's Firm)

..... (Complete Address of the Statutory Auditor's Firm)

..... (Telephone/fax numbers, including country and city codes)

..... (E-mail of the Statutory Auditor)

..... (Seal of the Statutory Auditor)

²⁴ The Annual Construction Turnover of Group Companies, or Sister Companies shall not be considered for evaluation except in cases of parent companies, where the applicant is in full compliance to the condition stated under clause 2.2.1(m) & (n). The Applicants are advised to strictly adhere to this requirement and submit the Balance Sheets, specific certificate issued by its Statutory Auditors or in case the accounts of the Applicant or of the members of Consortium are not required to be statutorily audited, certified in accordance with local legislation, certificate(s) issued by the clients in the name of the Applicant only.

Membership No. of the Statutory Auditor:

UDIN No.:

- * Annual Construction Turnover should be substantiated through (i) Audited Balance Sheets of the relevant financial years, provided the figures, are stated in the Balance Sheet(s) or (ii) Specific certificate(s) issued by its Statutory Auditors or in case the accounts of the Applicant or of the members of Consortium are not required to be statutorily audited, certified in accordance with local legislation or (iii) Certificate(s) issued by the Clients
- ** Refer Annexure-1 for date and source of exchange rate.
- *** Total INR equivalent for 5 years divided by the 5.

FORM-11: CCC
CURRENT CONTRACT COMMITMENTS

(Eligibility and Qualification Criteria No. 3.1 & 3.3)

Subject: Application for Construction of Balance Outer Harbour Works

[The following table shall be filled in for the Applicant and each member of Consortium]

Applicant's Name: [insert full name]

Consortium Member's Name: [insert full name]

S. No.	Name of the Contract	Joint venture/Consortium Percentage Share (%)	Commencement Date as per Contract	Completion Date as per Contract	Period of completion of work (in months)	Total Contract Value with currency	Currency Conversion Rate	Converted Contract Value (in INR Crore)	Work done up to 31 March 2022 (in INR Crore)	Value of works outstanding as on 31 March 2022 [Col. 9 minus Col. 10 (in INR Crore)]	Converted Contract Value Share of Applicant or Consortium member (in INR Crore)	Value of works outstanding as on 31 March 2022 Share of Applicant or Consortium member (in INR Crore)	Working Capital requirement for 3 months* Share of Applicant or Consortium member (in INR Crore)	Fund based line of credit sanctioned for these contracts (in INR Crore)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
(A) List of all current contracts in progress which have started before the closing of the latest submitted Audited Balance Sheet														
1														
2														
3														

S. No.	Name of the Contract	Joint venture/Consortium Percentage Share (%)	Commencement Date as per Contract	Completion Date as per Contract	Period of completion of work (in months)	Total Contract Value with currency	Currency Conversion Rate	Converted Contract Value (in INR Crore)	Work done up to 31 March 2022 (in INR Crore)	Value of works outstanding as on 31 March 2022 [Col. 9 minus Col. 10 (in INR Crore)]	Converted Contract Value Share of Applicant or Consortium member (in INR Crore)	Value of works outstanding as on 31 March 2022 Share of Applicant or Consortium member (in INR Crore)	Working Capital requirement for 3 months*	Share of Applicant or Consortium member (in INR Crore)	Fund based line of credit sanctioned for these contracts (in INR Crore)
...															
Total (A)															
(B) List of all current contracts in progress which have been started or to be started after the closing of the latest submitted Audited Balance Sheet till 31 March 2022															
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
1															
2															
3															
4															
...															
Total (B)															
Total (A+B)															

According to the information, explanations and documents provided by the Applicant to us, we certify that the above information is correct to the best of our knowledge and belief.

.....(Signature of the Statutory Auditor)
..... (Full Name of the Statutory Auditor)
..... (Name of the Statutory Auditor's Firm)
..... (Complete Address of the Statutory Auditor's Firm)
..... (Telephone/fax numbers, including country and city codes)
..... (E-mail of the Statutory Auditor)
..... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

UDIN No.:

Note:

1. *Applicants should provide information on their current commitments on all construction contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued even if completion of such works spills over beyond completion period of this contract.*
2. *For the purpose of conversion of foreign currency into Indian Rupees (INR), Applicants shall use the Foreign Currency Reference Rates published on 31 March 2022. Refer Annexure-1 for source of Exchange rate.*
3. **The working capital requirements for 3 months shall be calculated on the basis of period of completion of work (i.e. dividing the value of work by period (in months) of completion to execute the work and multiplying by three).*

4. *The Documentary evidence of the amount and source of funds indicated in column 15 shall be submitted by the Applicant. In the absence of the supporting documentary evidence, the amount of funds indicated in column 15 against respective works shall not be considered.*
5. *The financial data in above prescribed format (FORM- 11:CCC) shall be certified by the Statutory Auditors of the Applicant or of the members of Consortium Applicant or in case the accounts of the Applicant or of the members of Consortium are not required to be statutorily audited, certified in accordance with local legislation.*

FORM-12: DEBT
CERTIFICATE FOR CORPORATE DEBT RESTRUCTURING

(Eligibility and Qualification Criteria No. 1.7 and Clause 2.2.1(i))

Subject: Application for Construction of Balance Outer Harbour Works

TO WHOM IT MAY CONCERN

This is to certify that [*Legal name of the Applicant or the Consortium member, in case of Consortium and address*]:

(i) is not under the process of Resolution Plan of Debt Restructuring as per applicable law in the Applicant's or the Consortium Member's country [*name of the country*]*,

or

(ii) is not under the process of 'Insolvency and Bankruptcy' proceedings as per applicable law in the Applicant's or the Consortium Member's country [*name of the country*]*,

or

(iii) was under the process of Resolution Plan of Debt Restructuring and has resolved all debt restructuring issues with the Banks/Institutions as applicable law in the Applicant's or the Consortium Member's country [*name of the country*]*,

or

(iv) is under the process of 'Insolvency and Bankruptcy' proceedings as per applicable law in the Applicant's or the Consortium Member's country [*name of the country*]*,

as on 31 March 2022.

(* Strike through not applicable.)

According to the information, explanations and documents provided by the Applicant to us, we certify that the above information is correct to the best of our knowledge and belief.

..... (*Signature of the Statutory Auditor*)

..... (*Full Name of the Statutory Auditor*)

..... (*Name of the Statutory Auditor's Firm*)

..... (*Complete Address of the Statutory Auditor's Firm*)

..... (*Telephone/fax numbers, including country and city codes*)

..... (*E-mail of the Statutory Auditor*)

..... (*Seal of the Statutory Auditor*)

Membership No. of the Statutory Auditor:

UDIN No.:

Note:

1. The information in above prescribed format (FORM-12: DEBT) shall be certified by the Statutory Auditors of the Applicant or the Consortium member in case of Consortium or in case the accounts of the Applicant or of the members of Consortium are not required to be statutorily audited, certified in accordance with local legislation.

2. In case, the Applicant or the Consortium member, is from India, the applicable law is "The Insolvency and Bankruptcy Code 2016 and amendments thereof" for the purpose of this form.

**FORM-13: CAPACITY
TENDERING CAPACITY**

(Eligibility and Qualification Criteria No. 3.3)

Subject: Application for Construction of Balance Outer Harbour Works

Maximum annual construction turnover in any one year during the last five (5) financial years	Value of works outstanding as on 31 March 2022 (in INR Crore)	No. of years prescribed for Completion of the works for which tenders are invited	Available Tendering Capacity (in INR Crore)	Remarks [minimum available Tendering Capacity shall be Rs 3800 Crore
A	B	N	(A x N x 2 – B)	
Amount as per FORM-10: FIN-2	Total as per Column 13 of FORM-11: CCC	3.5	3800	

Note:

Minimum Available Tendering Capacity of Rs. 3800 Crore for construction work

Available Tendering Capacity= (A x N x 2) – B;

For and on behalf of [Name of the Applicant / name of the Consortium, as applicable]

.....

[Signature]

[Seal of the Applicant / Consortium]

.....

[Name of the person duly authorized to sign the Application on behalf of the Applicant]

.....

[Designation of the person signing the Application]

.....

[Date DD/MMM/YYYY]

FORM-14: POA-1

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION AND
TENDER²⁵**

(Refer Clause 2.10.2(n))

Know all men by these presents, We..... *[name of the firm and address of the registered office]* do hereby constitute, nominate, appoint and authorise Mr/ Ms *[name]*, son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our *Consortium* and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for Eol and submission of our Tender for the 'Construction of Balance Outer Harbour Works (the "Works") proposed by the (the "Employer") including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Tender for the said Contract and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, name, designation and address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1.

²⁵ To be submitted in original.

2.

(Notarised)

Notes:

1. *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.*
2. *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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

FORM-15: POA-2

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM²⁶

(Refer Clause 2.10.2(o))

Whereas the (“the Employer”) has invited applications from interested parties for ‘Construction of Balance Outer Harbour Works (the “Works”).

Whereas,,, and (collectively the “Consortium”) being Members of the *Consortium* are interested in Tendering for the Works in accordance with the terms and conditions of the Expression of Interest (Eol), Tendering Document and other connected documents in respect of the Works, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Tender for the Works and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Tendering process and, in the event the Consortium is awarded the contract, during the execution of the Works and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the short-listing of the Consortium and submission of its Tender for the Works, including but not limited to signing and submission of all applications, Tenders and other documents and writings, accept the Letter of Award, participate in Tenderers’ and other conferences, respond to queries, submit information/ documents, sign and execute Contract(s) and undertakings consequent to acceptance of the Tender of the Consortium and generally to represent the Consortium in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Tender for the Works and/ or upon award thereof until the Contract Agreement is entered into with the Employer.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DD DAY OF MM-YYYY

For

²⁶ To be submitted in original.

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

(Notarised)

Notes:

1. *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.*
2. *Also, 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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

FORM-15A: POA-3

NOT APPLICABLE

FORM-16: CONSORTIUM-JTA
JOINT TENDERING AGREEMENT FOR CONSORTIUM

(Refer Clause 2.2.2(f))

[To be executed on Stamp paper of appropriate value]

THIS JOINT TENDERING AGREEMENT is entered into on this the day of 20...

BETWEEN

1., a company having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2., a company having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above mentioned parties of the FIRST and SECOND are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

- (A) THE PROJECT VARSHA, represented by its Director General and having its offices at Integrated HQs of MoD (Navy), Block-D, Defence Office Complex, Africa Avenue, New Delhi – 110023 (hereinafter referred to as the **"Employer"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **"Applications"**) by its Expression of Interest No. dated (the **"Eol"**) for short-listing of Tenderers for 'Construction of Balance Outer Harbour Works (the **"Works"**) through Lumpsum and Item Rate Works contract.
- (B) The Parties are interested in jointly Tendering for the Works as members of a Consortium and in accordance with the terms and conditions of the Eol document and other Tender documents in respect of the Works, and
- (C) It is a necessary condition under the Eol document that the members of the Consortium shall enter into a Joint Tendering Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Eol.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a Consortia (the **"Consortium"**) for the purposes of jointly participating in the Tendering Process for the Works.

2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Works, either directly or indirectly or through any of their associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Tenderer and awarded the Contract, the Consortium members shall enter into a Contract Agreement with the Employer through its lead partner and undertake to perform all its obligations in compliance with the Contract Agreement for the Works.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Tendering Process and until the Contract Agreement is entered into with the Employer; Party of the First Part shall be the and
- (b) Party of the Second Part shall be the.....

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the Eol, Tendering Document and the Contract Agreement.

6. Percentage Participation in the Consortium

- 6.1 The Parties agree that the proportion of percentage participation in works among the Parties in the Consortium shall be as follows:

First Party (Lead Member): *[should have at-least 51% percentage participation]*

Second Party: *[should have at -least 25% percentage participation]*

- 6.2 The Parties undertake that they shall collectively hold 100% (hundred percent) of the percentage participation of the Consortium at all times until the Defects Notification Period (DNP) of the Works.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such

Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Defects Notification Period (DNP) of the Works is achieved under and in accordance with the Contract Agreement, in case the Contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Works or does not get selected for award of the Contract, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Earnest Monet Deposit by the Employer to the Tenderer, as the case may be.

9. Miscellaneous

- 9.1 This Joint Tendering Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER

For and on behalf of SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Tendering Agreement 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.
2. Each Joint Tendering Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

FORM-17: P&E-1
UNDERTAKING FOR KEY PERSONNEL

(Refer Clause 2.2.2(f))

[TO BE SUBMITTED ON FIRM/COMPANY'S LETTER HEAD]

Subject: Application for Construction of Balance Outer Harbour Works

I....., Authorized signatory of M/s.....having its registered /Head office atdo hereby confirm/declare that M/s have the below specified (Table-1) key personnel available/ employed in our organization. We also declare that we have adequate manpower resources available for performing this project works. In case of being short-listed for submission of Tender for the above subject works, we shall submit the curriculum vitae of personnel as per the Tender Documents to be issued by the Employer. We also understand that requirements specified below are indicative in nature and our capability in terms of key personnel shall be further evaluated at tendering stage as per the requirements of Tender Documents by the Employer.

Table 1: Key Personnel Requirement

S.No	Key Position	Minimum Education Qualification	No's
1	Project Manager	Graduate in Civil Engineering	1
2	Construction Manager-Civil	Graduate/ Diploma in Civil Engineering	1
3	Deputy Construction Manager-Civil	Graduate / Diploma in Civil Engineering	1
4	Deputy Construction Manager-Structural	Graduate / Diploma in Civil Engineering	1
5	Deputy Construction Manager-Dredging	Graduate / Diploma in Civil Engineering	1
6	Assistant Construction Manager-MEP	Graduate / Diploma in Mechanical or Electrical Engineering	1

For and on behalf of *[Name of the Applicant / name of the Consortium, as applicable]*

.....

[Signature]

[Seal of the Applicant / Consortium]

.....

[Name of the person duly authorized to sign the Application on behalf of the Applicant]

.....

[Designation of the person signing the Application]

.....

[Date DD/MMM/YYYY]

FORM-18: P&E-2
UNDERTAKING FOR KEY EQUIPMENT

(Refer Clause 2.2.2(f))

[TO BE SUBMITTED ON FIRM/COMPANY'S LETTER HEAD]

Subject: Application for Construction of Balance Outer Harbour Works

I....., Authorized signatory of M/s.....having its regd/Head office atdo hereby confirm/declare that M/s..... have ownership/ possession through rent/ lease agreement of the below specified (Table-2) key equipment. We also declare that we have adequate plant and machinery available for performing the above subject works. In case of being short-listed for submission of Tender for the above subject works, we shall submit the details of equipment as per the Tender Documents to be issued by the Employer. We also understand that requirements specified below are indicative in nature and our capability in terms of key equipment shall be further evaluated at tendering stage as per the requirements of Tender Documents by the Employer.

Table 2: Key Equipment's

S.No	Name of Essential Contractor's Equipment	Minimum Number
1	Excavator 40 T and above	10
2	Excavator 120 T and above	1
3	Cutter Suction Dredger - Cutter Power: 1500 KW and above	1
4	Trailer Suction Dredger - hopper capacity 8000m3	1
5	Backhoe Dredger	1
6	Crawler Crane 300T and above	2
7	Jack Up Barge	2
8	Crane Barge 1000T and above	3
9	Mooring Barge	2
10	Survey Boat with hull mounted transducer	1
11	Multibeam Echosounder with all accessories	1
12	Boring Rig BG36 and above	5
13	Batching plant 30m3 and above	4
14	Transit Mixers 6m3 and above	15
15	Pre-cast Beam Launching Girders 100T and above	1
16	Crane 100T and above	2
17	Crane 75T and above	2
18	Crane 60T and above	2

We, further understand that if we selected as a Contractor, we shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for execution, completion and remedying of defects and operation and maintenance of selected facilities during the O&M Period(s).

For and on behalf of [Name of the Applicant / name of the Consortium, as applicable]

.....

[Signature]

[Seal of the Applicant /Consortium]

.....

[Name of the person duly authorized to sign the Application on behalf of the Applicant]

.....

[Designation of the person signing the Application]

.....

[Date DD/MMM/YYYY]

FORM-19: CHECKLIST

(Refer Clause 2.10.2(q))

CHECK LIST FOR THE INFORMATION TO BE FURNISHED BY THE APPLICANT ALONG WITH APPLICATION

Subject: Application for Construction of Balance Outer Harbour Works

S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
1.	One original set of Application in spiral/hard bound	Clause 2.9.2 & 2.9.4			
2.	Three copies of Application in spiral/hard bound	Clause 2.9.2 & 2.9.4			
3.	Scanned soft copies and MS Excel sheet of FORM-11: CCC in Compact Disc (2 Nos).	Clause 2.9.2 & 2.10.2(v)			
4.	All pages are machine numbered and signed by Authorised Representative on each page of the Application including each FORM and other attachments in blue ink.	Clause 2.9.3			
5.	FORM-01: APPLICATION - Application for Expression of Interest	Clause 2.10.2(a)			
6.	FORM-02: PARTICULARS-1 - Particulars of the Applicant	Clause 2.10.2(b)			
7.	Copy of Certificate of Incorporation and/or registration documents with Memorandum of Association, Articles of Association / Partnership deed	Clause 2.10.2(t)			
8.	Copy of documents establishing legal, financial autonomy and operation under commercial law, in case of government-owned entity.	FORM-02: PARTICULARS-1			
9.	FORM-03: PARTICULARS-2 - Particulars of the Consortium Members, if any	Clause 2.10.2(c)			
10.	Copy of Certificate of Incorporation and/or registration documents with Memorandum of Association, Articles of Association / Partnership deed	FORM-03: PARTICULARS-2			

S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
11.	Copy of documents establishing legal, financial autonomy and operation under commercial law, in case of government-owned entity.	FORM-03: PARTICULARS-2			
12.	FORM-05(A): NON-PERFO, FORM-05(B): LITIGATION and FORM-05(C) LITIGATION HISTORY for Historical Contract Non-Performance, Pending Litigation and Litigation History	Clause 2.10.2(e)			
13.	FORM-06: EXP-1 - General Construction Experience	Clause 2.10.2(f)			
14.	FORM-07: EXP-2 - Similar Works Experience	Clause 2.10.2(g)			
15.	Certificate(s) from client of the Applicant for which Similar Works Experience are being claimed in FORM-07: EXP-2	Clause 2.10.2(g)			
16.	FORM-08: EXP-3 - Construction Experience in Key Activities	Clause 2.10.2(h)			
17.	Certificate(s) from client of the Applicant for which Construction Experience in Key Activities are being claimed in FORM-08: EXP-3	Clause 2.10.2(h)			
18.	FORM-09: FIN-1 - Financial Situation of the Applicant	Clause 2.10.2(i), Criteria No. 3.1 & read with Foot Note 9 in Section 3.			
19.	Audited Balance Sheets or, if not required by the laws of the Applicant's country, other Financial Statements for 5 (five) years preceding the Application Due Date.	Criteria No. 3.1 & read with Foot Note 9 in Section 3.			
20.	FORM-10: FIN-2 - Average Annual Construction Turnover.	Clause 2.10.2(j), Criteria No. 3.3 & read with Foot Note 10 in Section 3.			
21.	FORM-11: CCC - Current Contract Commitments; duly certified by a Statutory Auditor or certified in accordance with local legislation	Clause 2.10.2(k)			

S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
22.	FORM-12: DEBT - Certificate for Corporate Debt Restructuring; duly certified by a Statutory Auditor or certified in accordance with local legislation	Clause 2.10.2(l), read with Note of FORM-12.			
23.	FORM-13: CAPACITY - Calculation of Available Tendering Capacity.	Clause 2.10.2(m) & Criteria No. 3.3 of Section 3			
24.	FORM-14: POA-1 - Power of Attorney for signing the Application & Tender (In Original)	Clause 2.10.2(n)			
25.	Extract of charter documents and documents such as a board or shareholder's resolution/power of attorney in favour of the person executing Power of Attorney for the delegation of power on behalf of the Applicant	Clause 2.10.2(n), read with Note 2 of FORM-14: POA-1			
26.	Power of Attorney (legalised by the Indian Embassy), in case of Power of Attorney executed and issued overseas, and notarised in the jurisdiction where the Power of Attorney is being issued. Or Apostille certificate in terms of Hague Legislation Convention 1961	Note 3 of FORM-14: POA-1			
27.	FORM-15: POA- 2 - Power of Attorney for Lead Member of the Consortium	Clause 2.10.2(o)			
28.	Extract of charter documents and documents such as a board or shareholder's resolution/power of attorney in favour of the person executing Power of Attorney for the delegation of power on behalf of the Applicant	Clause 2.10.2(o), read with Note 2 of FORM-15: POA-2			
29.	Power of Attorney (legalised by the Indian Embassy), in case of Power of Attorney executed and issued overseas, and notarised in the jurisdiction where the Power of Attorney is being issued. Or	Note 3 of FORM-15: POA-2			

S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
	Apostille certificate in terms of Hague Legislation Convention 1961				
30.	FORM-16: CONSORTIUM-JTA - Joint Tendering Agreement for Consortium (Copy)	Clause 2.2.2(f) & Clause 2.10.2(p)			
31.	Extract of charter documents and documents such as resolution/power of attorney in favour of the person executing Joint Tendering Agreement for the delegation of power and authority to execute this Agreement on behalf Consortium Member	Note 2 of FORM-16: CONSORTIUM-JTA			
32.	Joint Tendering Agreement (legalised by the Indian Embassy), in case of Joint Tendering Agreement executed and issued overseas, and notarised in the jurisdiction where the Joint Tendering Agreement is being issued.	Note 3 of FORM-16: CONSORTIUM-JTA			
33.	FORM-17: P&E-1 – Undertaking for Key Personnel	Clause 2.10.2 (q)			
34.	FORM-18: P&E-2 – Undertaking for Key Equipment	Clause 2.10.2 (r)			
35.	FORM-19: CHECKLIST	Clause 2.10.2(s)			
36.	Duly signed Eol (Blank)	Clause 2.10.2(x)			
37.	Duly signed correspondence, addendum, corrigendum issued by the Employer in relation to the Subject Eol, in token of receipt and acceptance	Clause 2.10.2(x)			
38.	Any other document required to be submitted as per the Eol	Clause 2.10 (w)			

Note: The Applicants are advised NOT to submit company brochures, profile or similar literature of their organisation, because such material shall not be considered for evaluation.

ANNEXURE-1

Guidelines for Conversion to INR

Wherever requires an Applicant to state a monetary amount, Applicants should indicate the INR equivalent using the rate of exchange determined as follows:

1. For construction turnover or financial data required for each year - exchange rate prevailing on the last day of the respective Financial Year (in which the amounts for that year is to be converted) was originally established.
2. For the purpose of conversion of foreign currency to Indian rupees (INR), the Applicants shall use the reference rates of foreign currency published by:
 - (a) Reserve Bank of India (www.rbi.org.in).
 - (b) In case the exchange rate is not published by Reserve Bank of India, then the “selling rate” of such currency shall be taken from the web site: <http://www.oanda.com>.
 - (c) In case a particular currency rate is not available on the above website also, then the “mid-market” rate of such currency shall be taken from the following internet web site: <http://www.xe.com>.
3. Any error in determining the exchange rates in the Application may be corrected by the Employer.

