

**DIRECTOR GENERAL NAVAL PROJECTS VISAKHAPATNAM-14**  
**NOTICE INVITING TENDER (NIT)**

1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate, however, is not a guarantee and is merely given as a rough guide and if the work cost more or less, tenderer/ bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender form the date of handing over site, which will be on or about two weeks after the date of Acceptance of tender.
4. Contractors whose names are in the DGNP (V)/ MES approved list and within whose financial category the estimated amount would fall and unenlisted contractors may also submit tender / bid subject to fulfil other criteria mentioned in Appendix 'A'. Not more than one tender/bid shall be submitted/uploaded by one contractor or one firm of contractors. Under no circumstances will a father and his son[s] or other close relations who have business dealings with one another will be allowed to tender/bid for the same contract as separate competitors. Two firms shall be deemed to have business dealing if any of the partners/proprietor/director is common among both of them. A breach of this condition will render the tenders/ bids of both parties liable to rejection.
5. **The Deputy Director General and Chief Engineer**, Office of the Director General Naval Project, Naval Base Post, Visakhapatnam – 530 014 will be the Accepting Officer here-in-after referred to as such for the purpose of this contract.
6. The Technical Bid and Financial Bid (**Cover-1 and Cover-2**) shall be uploaded by the tenderer/ bidder on or before the date & time mentioned in NIT. A scanned copy of DD with enlistment/ approved details and other documents as specified in Appendix A shall be uploaded as **Cover-1** (Technical bid) of the tender/ bid on e-tendering portal. DD is refundable in case the contractor is not considered eligible in technical evaluation of **Cover 1** resulting in non-opening of **Cover-2** (Price bid). The applicant contractor shall bear the cost of bank charges for procuring and encasing the DD including revalidation of DDs and shall not have any claim from Government whatsoever on this account.
7. Tender form and conditions of contract and other necessary documents shall be available on [www.defproc.gov.in](http://www.defproc.gov.in) web site for download and shall form part of contract agreement in case the tender/bid is accepted.
8. In case of DGNP(V)/ MES enlisted contractor who has not executed the Standing Security Bond and unenlisted contractor, the **Cover-I** shall be accompanied by Earnest Money for the amount mentioned in Appendix 'A' in the form of deposit at call receipt in favour of concerned DGNP(V) (see Appendix 'A') by a Scheduled Bank or in received treasury Challan the amount being credited to the revenue deposit of the concerned DGNP(V) (see Appendix 'A'). The DGNP(V) will return the Earnest Money, wherever applicable, to all unsuccessful tenderers/bidders by endorsing an authority on the deposit at call receipt for it's refund, on receipt of intimation from the Accepting Officer to do that.
9. A contractor whose name is in the MES approved list of any MES formation and who has deposited standing security and executed standing security Bond may bid without depositing earnest money along with the tender.

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10. The DGNP (V) will either return the Earnest Money to the successful tenderer/bidder by endorsing an authority on the deposit-at-call receipt for its refund on receipt of an appropriate amount of **performance security** in the forms mentioned in para 11.1 below.
11. **Performance Security**
- 11.1 Within 28 days of receipt of the letter of Acceptance, the successful contractor shall deliver to the Accepting Officer a Performance Security in favour of DGNP(V) in any of the forms given below for an amount equivalent to **5%** of the contract amount:-
- (a) A Bank Guarantee in the prescribed form.
  - (b) Government Securities, FDR or any other Government instruments stipulated by the Accepting Officer.
- Note:** However, the tenderer will be allowed to avail provision of reduced Performance Security of an amount equal to 3% of contract amount by submitting an undertaking certificate.
- 11.2 Regarding performance security, all conditions are mentioned in instructions on filling and submission of tender
12. Copies of the drawings and other document pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer /bidder at the office of Accepting Officer and concerned GE during working hours.
13. The tenderers/bidders are advised to visit the site of work by making prior appointment with **GE (Wks) 3** who is also the Executing Agency of the work (see appendix 'A'). The tenderers/bidders shall be deemed to have full knowledge of all relevant documents, samples, site etc. whether they have inspected them or not. **The contractor should examine site conditions and all factors requiring timely completion while bidding.**
14. Any tender/bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.
15. The uploading of bid by a bidder implies that bidder has read this notice and the Conditions of Contract and has made himself aware of the scope and specification of work to be done and of the conditions and rates at which stores, tools and plants (as applicable) etc. will be issued to him and local conditions and other factors having bearing on the execution of the work.
16. Tenderers/ bidders must be in possession of a copy of the MES Standard Schedule of Rates (see Appendix 'A') including amendments and errata thereto (if any).
17. The Accepting Officer reserves the right to accept a tender submitted by a public Undertaking, giving a price preference over other Tender(s)/bids which may be lower, as are admissible under the Government Policy No claim for any compensation or otherwise shall be admissible from such tenderer/bidder whose tender/bid is rejected.

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18. Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
- 19 **BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:**
- 19.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 19.2 "Bidder" (including the term 'tenderer', 'contractor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an **association of firms** or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a **tendering** process.
- 19.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- (a) An entity incorporated, established or registered in such a country; or
  - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - (d) An entity whose beneficial owner is situated in such a country; or
  - (e) An Indian (or other) agent of such an entity; or
  - (f) A natural person who is a citizen of such a country; or
  - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 19.4 The beneficial owner for the purpose of (19.3) above will be as under:
- (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - (ii) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - (b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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- (c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 19.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 19.6 Contractor shall submit a certificate as per format given in Annexure-II on non-judicial stamp paper of ₹ 100/- duly signed by authorized bidder and attested by the Magistrate/ Notary public.
- 19.7 A certificate is attached herewith as Annexure-III regarding any bidder apply this tender from a country which shares a land border with India will be certified by the department.
20. This notice of tender will be available on website [www.indiannavy.nic.in](http://www.indiannavy.nic.in) and [www.mes.gov.in](http://www.mes.gov.in).
21. This **Notice Inviting Tender (NIT)** including Appendix "A" and Annexure-I to IV shall form part of the contract.

Signature of contractor  
Date:

AAD (Contracts)  
for Accepting Officer

**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)**

1.	Name of Work	:	<b>CONSTRUCTION OF IN-ICG JETTY AT VISAKHAPATNAM</b>
2.	Estimated Cost	:	<b>₹ 18202.00 Lakhs [At Par Market]</b>
3.	Period of completion	:	<b>730 [Seven hundred Thirty] days</b>
4.	Cost of tender documents	:	₹ 3000/- in the form of DD/ Bankers cheque from any schedule Bank in favour of DGNP (V) and payable at Visakhapatnam.  Note: In case of retendering, the contractor who had quoted in the previous call is not required to submit the cost of tender.
5.	Website/portal address	:	<a href="http://www.defproc.gov.in">www.defproc.gov.in</a>
6.	Type of contract	:	The tender shall be based on measurement contracts (IAFW-1779-A) and GCC (IAFW-2249) with Schedule 'A' (list of items of work) to be priced by tenderer. The tenderers are required to quote their rates against items of parts of schedule "A" <b>(Financial Bid)</b>
7.	Timeline details:	:	} Refer critical dates on the website
	[a] Bid submission start date	:	
	[b] Bid submission end date	:	
	[c] Date of bid opening	:	
8.	Eligibility Criteria	:	
	(a) For DGNP [V] / MES Enlisted contractors	:	They shall satisfy the following:- (i) Enlistment in Class <b>"SS"</b> & Category <b>"a [i]"</b> & <b>"a [iv]"</b> as per MES enlistment rules. (ii) They should not carry adverse remarks in Work Load Return or any similar report circulated by competent engineer authority. (iii) Prequalification criteria as in Note No. 1 below.
	(b) For contractors not enlisted with MES	:	(i) Contractor shall meet the enlistment criteria of 'SS' class & <b>"a [i]"</b> & <b>"a [iv]"</b> Category contractor with regard to satisfactorily completion of requisite value works with Central / State Government/ Central /State PSUs / AWHO / AFNHB / CGEWHO / DGMAP, annual turnover, bank solvency, working capital and requirements given in Para 1.4 & 1.5 of Section 1 of MES Manual of Contracts - 2020 as available in all MES formations as well as MES website ( <a href="http://www.mes.gov.in">www.mes.gov.in</a> ). However para 1.4 & 1.5 mentioned above are enclosed as <b>Annexure-I</b> for ready reference.

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			(ii) Not carrying adverse remarks in Work Load Report or any similar report circulated by competent engineer authority, if already working in MES.				
			(iii) Not suspended / debarred / backlisted (either permanently or temporarily) from participating in any bid or for business dealings by any Central/State Government Department or any Central / State Government PSU or any autonomous body under Central / State Government or any Local Body as on the bid submission end date.				
			(iv) Prequalification criteria as in Note No. 1 below.				
9.	Tender issuing and Accepting Officer	:	<table border="1"> <thead> <tr> <th>Issuing Officer</th> <th>Accepting Officer</th> </tr> </thead> <tbody> <tr> <td> <b>Shri. Shailendra Kumar Director (Contracts)</b>            DGNP, Naval base post            Visakhapatnam 530018            Phone No. 0891- 2750908            Email ID:  <a href="mailto:dircontdgnpv2-mes@gov.in">dircontdgnpv2-mes@gov.in</a> </td> <td> <b>Brig. S Ramanathan Deputy Director General and Chief Engineer</b>            DGNP, Naval base post            Visakhapatnam 530018            Phone No. 0891- 2577376            Email ID:  <a href="mailto:dgnpv2-mes@gov.in">dgnpv2-mes@gov.in</a> </td> </tr> </tbody> </table>	Issuing Officer	Accepting Officer	<b>Shri. Shailendra Kumar Director (Contracts)</b> DGNP, Naval base post Visakhapatnam 530018 Phone No. 0891- 2750908 Email ID: <a href="mailto:dircontdgnpv2-mes@gov.in">dircontdgnpv2-mes@gov.in</a>	<b>Brig. S Ramanathan Deputy Director General and Chief Engineer</b> DGNP, Naval base post Visakhapatnam 530018 Phone No. 0891- 2577376 Email ID: <a href="mailto:dgnpv2-mes@gov.in">dgnpv2-mes@gov.in</a>
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10.	Executing agency	:	<b>GE (Works)3 &amp; CWE (Wks) 1</b>				
11.	Earnest Money	:	₹ <b>15,00,000.00</b> (Rupees fifteen lakhs only) in favour of DGNP Visakhapatnam in the form of Deposit at call Receipt, BGB not acceptable. <b>(refer note 22 below)</b>				

**Notes:**1. **PRE-QUALIFICATION CRITERIA (POC):**

**[a] Average annual financial turnover** during the last 3 years, ending 31st March 2021 should be at least ₹ **81.90** Crore.

**[b] Experience** of having successfully completed \*similar integrated works during last seven years ending last day of month previous to the month of bid submission start date should be either of the following :-

(i) Three similar completed works costing not less than the amount equal to ₹ **72.81 crore each.**

**OR**

(ii) Two similar completed works costing not less than the amount equal to ₹ **91.01 Crore each**

**OR**

(iii) One similar completed work costing not less than the amount equal to ₹ **145.62 Crore.**

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- [c] **Similar works** mentioned above shall mean "construction of Jetty/ Bridges/ Buildings with pile foundations in marine conditions" under Central / State Government/ Central /State PSUs / AWHO / AFNHB / CGEWHO / DGMAP.
- [d] For the purpose of value of completed works, the value of previously completed works shall be enhanced @ **5% per year** to bring them at par with present cost.
- [e] The bidder shall also submit documentary proof duly notarized that the firm is not debarred from bidding for Govt. tenders.
- [f] Further, the firm shall not incurred losses during the three consecutive years in last five years. The firm shall not have any litigation with PSU/ Govt. departments.
2. After opening of cover 1, if the number of MES enlisted contractors of "SS" class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT are less than 7 (seven), applications in respect of contractors one class below the eligible class shall also be considered subject to fulfilment of PQC as per Note 1 above and other eligibility criteria given in NIT. Therefore MES contractors one class below may also bid for this tender. However contractors one class below shall not be considered in case their present residual work in hand is more than twice their present tendering limit. Such bidders shall upload in their Cover-1 bid details of works in hand showing names of work, names of Accepting Officer, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission end date. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.
3. In case after opening of Cover 1, the number of MES enlisted contractors of "SS" class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT are 7(seven) or more, applications of only those one class below the eligible class bidders shall be considered who will fulfil the PQC as per Note 1 above and are meeting the criteria of up gradation in SS class with respect of past experience of completed works (individual work experience and average annual turnover as applicable) and financial soundness (solvency/financial soundness and working capital) as per details given in Manual on Contracts. Therefore, such contractors shall upload the requisite information / documents in the Cover 1.
4. Unenlisted contractors shall be considered provided he meets the criteria. However, foreign firms shall not be eligible for this tender. However Indian firms having foreign national / Indian nationals staying abroad / Indian national having taken foreign citizenship, as directors shall be considered subject to security clearance from the concerned authorities
5. Contractors enlisted with DGNP(V)/MES will upload following documents in Cover 1 for checking eligibility:-
- (a) Application for tender on firms letterhead.
- (b) Enlistment letter issued by the Registering Authority duly renewed for the cyclic period in vogue i.e at present 2020 to 2025.
- (c) Scanned copy of DD / Bankers Cheque towards cost of tender and EMD /BSD in case SSD bond is not signed at the time of registration (**EMD is Exempted against submission of Bid Security Declaration refer Note No. 22 below**).

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- (d) Documents required in respect of PQC criteria.
- (aa) Copy of turn over certificate from CA for last 5 (Five) years (FY), notarised copy of relevant pages of balance sheet of those FYs showing the turn over (gross receipts).
- (ab) Copies of completion certificates in three highest valued works (after adjusting the values as per para 8(C)(b)(iii) above during last seven years. This will be in tabular form giving name of work, Accepting Officer's details, viz, Address, Telephone, Fax No, e-mail ID etc, date of acceptance of tender and actual date of completion. This shall be duly signed by proprietor / all partners / authorised Director of Pvt / Public Ltd, as applicable. It should indicate whether extension was granted or compensation was levied. Attested copy of acceptance letter and completion certificate shall be enclosed of each work. In case performance report has been given by the client same shall also be submitted duly attested.
- (ac) Affidavit on non judicial stamp paper of Rs. 100/- (minimum) in the form of hard copy declaring their turnover for last 5 (Five) Years and details of works completed.
- (e) Integrity Pact (IP) duly signed on each page by bidder(s).
- (f) Any other document required as described in this Appendix.
6. Contractors not enlisted with DGNP(V)/MES will upload following documents in Cover 1 for checking eligibility:-
- (a) Application for tender on firms letterhead
- (b) Scanned copy of DD / Bankers Cheque towards cost of tender and EMD instrument/ BSD. **(EMD is Exempted against submission of Bid Security Declaration refer Note No. 22 below).**
- (c) Copy of Police verification report / Police Clearance Certificate / Character Certificate from police authority of the area where the registered office of the firm is located / notarised copy of valid passport of proprietor/each partner/each Director.
- (d) Documents required for enlistment in DGNP/MES for SS Class as per Para 1.5 of Section I of MES Manual on Contracts 2020 and refer **Annexure -I**.
- (e) Documents required in respect of PQC criteria: as mentioned in note 5(d)(aa) to 5(d)(ac) here-in-before.
- (f) Details of works being executed in MES, if any
- (g) Integrity Pact (IP) duly signed on each page by bidder(s).
- (h) Any other document required as described in this Appendix.
7. Tenders not accompanied by scanned copies of requisite DD/Bankers Cheque towards cost of tender and earnest money (as applicable) in **Cover-1** shall not be considered for validation of Technical bid (**Cover-1**) and their financial bids will not be opened.

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8. Contractors should ensure that their original physical DD's and Earnest Money Deposit (EMD) instruments (as applicable) shall reach the office of Accepting Officer within 07 days of bid submission end date, failing which following action shall be taken:-
- (a) In case of tenders from an enlisted contractors of DGNP / MES, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded in Cover 1 but physical copies are not received within the stipulated period, their financial bid **(Cover-2)** will be opened. However, non-submission of physical copies of cost of tender shall be considered as wilful negligence of the tenderer with ulterior motives and such tenderer shall be banned from bidding for a period of six months commencing from the date of opening of Finance Bid **(Cover-2)**.
  - (b) In case of tenders from un-enlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender have been uploaded in Cover 1 but physical copies are not received within the stipulated period, their financial bids **(Cover-2)** will not be opened. Name of such contractors along with complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of financial bid **(Cover-2)**.
  - (c) In case of tenders from enlisted contractor and un enlisted contractors, where scanned copies of instruments for Earnest Money Deposit (as applicable) have been uploaded in Cover 1 but the same are not received in physical form within stipulated period, such tenders shall not qualify for opening of financial bid **(Cover-2)**.
9. Contractor will not be allowed to execute the work by subletting or through power of attorney holder to a third party/ another firm on his behalf. However, contractor can execute the work through Power of Attorney to sons/daughters/spouse of proprietor/ partner/ Director and firm's own employees, Director, Project Manager provided they are not having a separate enlisted firm in DGNP/MES in their name as proprietor/ partner/ Director.
10. After opening of **Cover -1** and during its technical evaluation, in case any deficiency is noticed in the documents required to be uploaded by the tenderers as per NIT, a communication in the form of e-mail/ sms/ speed post etc. shall be sent to the contractor to rectify the deficiency within a period of seven days from date of communication failing which thier financial bid **(cover-2)** shall not be opened and contractor shall not have any claim on the same.
11. Invitation for e-tender does not constitute any guarantee for validation of 'Technical' bid and subsequent opening of financial bid of any applicant/ bidder, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the Technical bid **(Cover-1)** and not to open the financial bid **(Cover-2)** of any applicant/ bidder. Technical bid validation shall be decided by the Accepting Officer based on eligibility of the firm as per criteria given in Appendix. Tenderer/bidder will be informed regarding non-validation of his Technical bid assigning reasons therefore through tender evaluation report, which shall be uploaded on the [www.defproc.gov.in](http://www.defproc.gov.in) website. Such tenderer, if desires may appeal to the Next Higher Engineer Authority (NHEA) viz **Director General, Naval Projects, Visakhapatnam** on email ID: [encdgnpv@navy.gov.in](mailto:encdgnpv@navy.gov.in) with copy to the Accepting Officer on email [dgnpv2-mes@gov.in](mailto:dgnpv2-mes@gov.in) before the scheduled date of opening of Financial Bid **(Cover-2)**. NHEA shall decide the matter within a period of seven working days from the date of receipt of appeal. The decision of the Next Higher Engineer Authority (NHEA) i.e. DGNP, Visakhapatnam shall be final and binding. The contractor/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

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12. In case the BOQ is revised through the corrigendum and the bidder has failed to quote on revised BOQ (ie he has quoted on pre revised BOQ) such bid shall be treated as wilful negligence by the bidder and his quotation shall be considered non-bonafied. In such cases, the lowest tender shall be determined from amongst the valid / bonafied bids only. Accepting Officer may decide whether to re-tender or consider the lowest bonafied tender for acceptance.
13. Revoking the offer or revising the rates upward or offering voluntary reduction by the tenderer after opening of **Cover-1** shall be considered as a wilful default. For this default a penalty of an amount equal to Earnest Money shall be levied. In case of unenlisted tenderer, Earnest Money Deposited by him shall be forfeited. In case of DGNP / MES enlisted tenderer having deposited the Standing Security Bond and tenderer who have submitted BSD along with **Cover-1**, an amount equal to the Earnest Money stipulated in the NIT shall be notified to the tenderer for depositing the amount through MRO and consideration of such tenderers in tender evaluation for future works shall remain suspended till the aforementioned amount is deposited in Govt Treasury. No other disciplinary / administrative action shall be taken against such tenderers. In such situation, the next lowest offer shall not be considered for acceptance. Instead, retendering shall be resorted to in a transparent and fair manner and the defaulting tenderer and his related firm if any shall not be eligible for this tender in second call or subsequent calls.
14. Tender to related firms shall not be issued simultaneously. Firms shall be treated as related if Proprietor / one or more Partners / Directors are common. Decision of Accepting Officer on issue / deny the tender to any of the related firms shall be final and binding.
15. The bidder/ tenderer shall also ensure compliance of the EPF & MP Act 1952 by the sub contractor, if any engaged by the contractor for the subject work.
16. **NO payments** to contractors/firms will be made unless **proof of payment of wages** to the workmen is submitted by the contractors/firms. In case payments are made in current coin or currency notes, certificate will be submitted by the contractors/firms along with undertaking by the concerned workmen asking for payment other than by cheque or by crediting in the bank account of the employee/workman.
17. Court of the place from where tender has been published shall alone have jurisdiction to decide any dispute out of or in respect of this tender. After acceptance of tender, Condition 72-Jurisdiction of Courts of IAFW-2249 shall be applicable.
18. Prior to commencement of electrical work/ electrical component of works, copy of valid Electrical License in the name of the contractor or copy of agreement with agency having valid Electrical License along with agency's Electrical License shall be submitted by the contractor to the Accepting Officer through GE with copy to CWE. In case contractor does not possess valid Electrical License and he intends to get such work executed through agency having valid Electrical License and with whom he has agreement, prior approval of such agency shall be got done from competent authority, who shall be concerned CWE (concerned CE Zone in case there is no CWE). Copy of License shall be submitted to GE as well as CWE/CE Zone for future reference.

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19. Supervisor for execution of electrical works / electrical component of works employed by the contractor shall possess Supervisor Certificate of Competency issued by concerned State Government/Union Territory and the worker/tradesmen for execution of electrical works/ electrical component of works shall hold necessary Permit issued by concerned State Government/ Union Territory."
20. **INTEGRITY PACT:** Integrity pact is an integral part of tender/bid documents. Scanned copy of Integrity pact duly signed on each page by the bidder shall be uploaded as a part of technical bid (**Cover-1**) and original IP duly on all pages shall be forwarded by post along with demand draft to Accepting Officer. Bidders who do not upload scanned copy of IP duly signed will be informed through option of "Short Fall Documents" (in e-tendering portal). Any bidder who fails to forward the copy of IP duly signed even after this communication shall be disqualified in the Technical Bid (**Cover-1**) evaluation and his financial bid will not be opened.
21. **JOINT VENTURE:**
- 21.1 Joint venture, consortium partners shall be permitted to participate in the tender.
- 21.2 Two firms are permitted to bid for the tender based on Joint Venture agreement between them. Joint Venture (JV) shall not comprise more than two firms (called parties of JV). The format of agreement is at **Annexure-IV**. The JV shall be considered as un-enlisted contractor. The JV shall submit Earnest Money Deposit (**refere note No. 22 below**) and Performance Security Deposit as per instructions, if contract is awarded. The JV shall submit the agreement as per **Annexure-IV** along with **Cover-1**.
- 21.3 Foreign Companies shall not be permitted to participate in JV.
- 21.4 Indian Companies having Director(s) of foreign origin and Indian Companies having Director(s) of Indian origin but residing abroad/ having foreign citizenship shall be permitted to participate in JV subject to security clearance from Ministry of Home Affairs.
- 21.5 A valid agreement shall exist between the parties of JV defining clearly the role, responsibility and scope of work of each party, percentage share of each party along with nomination of leader (Lead Party) for the purpose of this work and a confirmation that the parties of the JV are jointly and severally responsible.
- 21.6 JV as a single unit or each party of the JV shall have Permanent Account Number (PAN) and GSTIN. However if the contract is awarded to the JV, then PAN & GSTIN shall be obtained by the JV as a single unit.
- 21.7 The lead party of the JV shall meet minimum 60% or the percentage of share in the JV (whichever is higher) of the qualifying criteria pertaining to (a) past experience of completed works, (b) Average Annual Turnover, (c) Bank Solvency/ Financially Sound for engagement and (d) Working Capital. Both the parties combined shall meet minimum 120% of the above qualifying criteria. The party other than the lead party shall meet minimum 30% of the above qualifying criteria

**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) [CONTD...]**

- 21.8 Both the Parties of JV shall jointly possess the required T&P, machinery and engineering/supervisory staff. T&P can be either on ownership basis or leasehold as stipulated in NIT/tender documents and documentary proof of the same shall be submitted. Other qualification criteria shall be met fully/jointly by both the parties of JV or as a single unit of JV.
- 21.9 JV concluded up to the date of bid submission are permitted to apply. Copy of JV should be uploaded. The Department reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant JV is found incorrect and/or misleading and / or false representation and/or deliberately suppressed information, at a later stage, the JV and both the parties shall be liable to be debarred from tendering/taking up of any work in MES/DGNP.
- 21.10 Party/ parties will not be allowed to bid for the same tender in their independent capacity as well as under JV. Also no party will be allowed to bid for the same tender under multiple JVs. In case of violation (party/parties bidding independently as well as under JV for the same tender, party/parties bidding for the same tender under multiple JVs), the bid of the party/parties concerned as well as the bid(s) of the related JV(s) shall not be opened (ie shall not be qualified in technical bid Cover '1').
- 21.11 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.
- 21.12 For any of the defaults as under of the JV, administrative action shall be taken against both the parties of JV:-
- (a) In case of non-submission of physical original documents of cost of tender and EMD will be resulted to barring from bidding for six months
  - (b) Due to default in performance of contract etc - Administrative actions as per existing instructions will be taken.
- 21.13 Any unrealised recovery from JV shall be recovered proportionately from the parties in proportion to their percentage share in the JV. If it is not possible to recover proportionate share (partly/ fully) from one party, it shall be recovered from other party.
- 21.14 No JV shall be allowed to participate if either or both the parties are from banned/adversely remarked in WLR of MES or debarred from tendering by any authority.
22. **Refer Para 11 of Appendix 'A' to Notice Inviting Tender:-** Bidders are exempted for submission of Earnest Money deposit (EMD) along with **Cover-1** against submission of BSD on Rs. 100/- judicial stamp paper as given below and upload scan copy BSD in support of EMD exemption document in e-tendering portal:-

**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) [CONTD...]****BID SECURING DECLARATION (BSD)**

Name of Work :-

Tender ID :-

Name of Contractor :-

I/We hereby understand and accept that I/We withdraw or modify my/our bids during the period of validity, or if I/We are awarded the contract and on being called upon to submit the Performance Security, fails to submit the Performance Security before deadline defined in the request for Bid documents/ Notice Inviting Tender, I/We shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit for period of 6 (Six) months from the date I/We are declared disqualified from exemption from submission of Earnest Money Deposit/ Security Deposit, for all tenders issued by DGNP/ MES during this period.

Date:  
Place:

Signature of Contractor

Signature of contractor

(P. Rambabu)  
AAD (Contracts)  
For Accepting OfficerFile No. DG/3402/ 92 /E8  
Dated: 05 Jul 2021**Office of the Director General**  
**Naval Projects**  
Naval Base Post  
Visakhapatnam – 530 014

**ELIGIBILITY CRITERIA FOR UNENLISTED CONTRACTORS**  
**Para 1.4 & 1.5 of Section 1 of MES Manual of Contracts - 2020**

1.4 **CRITERIA FOR FRESH ENLISTMENT & UPGRADATION:**

(a) Criteria for Fresh Enlistment in various classes shall be as under:-

<b>Class</b>	<b>Past Experience of Completed Works in Last 5 years&amp; Average Annual Turn Over (in Rs)</b>	<b>Financial Soundness (in Rs)</b>
(1)	(2)	(3)
'SS'	(a) Two works costing not less than Rs. 12.00 crore each. or One work costing not less than Rs. 20 crore. and (b) Average annual turn over for two consecutive years shall not be less than Rs. 20 crore	(a) Solvent upto Rs. 8.00 crore or Financially sound for engagement upto Rs. 40.00 crore. (b) Working capital not less than Rs. 75.00 lakh
'S'	(a) Two works costing not less than Rs. 7.50 crore each or One work costing not less than Rs. 12 crore and (b) Average annual turn over for two consecutive years shall not be less than Rs. 12 crore	(a) Solvent upto Rs. 4.00 crore or Financially sound for engagement upto Rs. 15.00 crore (b) Working capital not less than Rs. 50.00 lakh
'A'	(a) Two works costing not less than Rs. 4.00 crore each. or One work costing not less than Rs. 6.00 crore. and (b) Average annual turnover for two consecutive years shall not be less than Rs. 6.00 crore	(a) Solvent upto Rs. 2.00 crore or Financially sound for engagement upto Rs 7.50 crore. (b) Working capital not less than Rs 30.00 lakh
'B'	(a) Two works costing not less than Rs. 1.50 crore each. or One work costing not less than Rs. 2.50 crore. and (b) Average annual turn over for two consecutive years shall not be less than Rs. 300.00 lakh.	(a) Solvent upto Rs. 100.00 lakh or Financially sound for engagement upto Rs. 3.00 crore. (b) Working capital not less than Rs. 12.00 lakh
'C'	(a) Two works costing not less than Rs. 50.00 Lakh each. or One work costing not less than Rs.80.00 Lakh. and (b) Average annual turn over for two consecutive years shall not be less than Rs. 100.00 lakh.	(a) Solvent upto Rs. 40.00 lakh or Financially sound for engagement upto Rs. 100.00 Lakh (b) Working capital not less than Rs. 10.00 lakh

## Annexure No. I (Contd.,)

(1)	(2)	(3)
'D'	(a) Two works costing not less than Rs. 25.00 Lakh each. or One work costing not less than Rs. 40.00 Lakh. and (b) Average annual turn over for two consecutive years shall not be less than Rs. 50.00 lakh.	(a) Solvent upto Rs. 20.00 lakh or Financially sound for engagement upto Rs. 50.00 Lakh. (b) Working capital not less than Rs. 7.50 lakh
'E'	(a) Three works costing not less than Rs. 7.50 Lakh. or Two works costing not less than Rs. 10.00 Lakh each or One work costing not less than Rs. 20.00 Lakh each and (b) Average annual turn over for two consecutive years shall not be less than 25.00 lakh.	(a) Solvent upto Rs. 10.00 lakh or Financially sound for engagement upto Rs. 25.00 lakh. (b) Working capital Rs. 5.00 lakh

(b) Criteria for upgradation in various classes shall be as under:-

Class	Past Experience of Completed Works in Last 5 years & Average Annual Turn Over (in Rs)	Financial Soundness (in Rs)	Limit of Minimum Reserves (See Note 5 below)
(1)	(2)	(3)	(4)
'SS'	(a) Two works costing not less than Rs. 12.00 crore each. or One work costing not less than Rs. 20 crore. and (b) Average annual turn over for two consecutive years shall not be less than Rs. 20 crore	(a) Solvent upto Rs. 8.00 crore or Financially sound for engagement upto Rs. 40.00 crore. (b) Working capital not less than Rs. 75.00 lakh	Rs. 120.00 Lakh
'S'	(a) Two works costing not less than Rs. 7.50 crore each or One work costing not less than Rs. 12 crore and (b) Average annual turn over for two consecutive years shall not be less than Rs. 12 crore	(a) Solvent upto Rs. 4.00 crore or Financially sound for engagement upto Rs. 15.00 crore (b) Working capital not less than Rs. 50.00 lakh	Rs. 80.00 Lakh
'A'	(a) Two works costing not less than Rs. 4.00 crore each. or One work costing not less than Rs. 6.00 crore. and (b) Average annual turnover for two consecutive years shall not be less than Rs. 6.00 crore	(a) Solvent upto Rs. 2.00 crore or Financially sound for engagement upto Rs 7.50 crore. (b) Working capital not less than Rs 30.00 lakh	Rs. 75.00 Lakh

## Annexure No. I (Contd.,)

(1)	(2)	(3)	(4)
'B'	(a) Two works costing not less than Rs. 1.50 crore each. or One work costing not less than Rs. 2.50 crore. and (b) Average annual turn over for two consecutive years shall not be less than Rs. 300.00 lakh.	(a) Solvent upto Rs. 100.00 lakh or Financially sound for engagement upto Rs. 3.00 crore. (b) Working capital not less than Rs. 12.00 lakh	Rs. 60.00 Lakh
'C'	(a) Two works costing not less than Rs. 50.00 Lakh each. or One work costing not less than Rs. 80.00 Lakh. and (b) Average annual turn over for two consecutive years shall not be less than Rs. 100.00 lakh.	(a) Solvent upto Rs. 40.00 lakh or Financially sound for engagement upto Rs. 100.00 Lakh (b) Working capital not less than Rs. 10.00 lakh	Rs. 25.00 Lakh
'D'	(a) Two works costing not less than Rs. 25.00 Lakh each. or One work costing not less than Rs. 40.00 Lakh. and (b) Average annual turn over for two consecutive years shall not be less than Rs. 50.00 lakh.	(a) Solvent upto Rs. 20.00 lakh or Financially sound for engagement upto Rs. 50.00 Lakh. (b) Working capital not less than Rs. 7.50 lakh	Rs. 12.50 Lakh

**NOTES:-**

1. Authority competent to enlist shall be called Registering Authority.
2. The categories for enlistment shall be decided on the basis of nature of works executed by Contractor. Contractors who have experience of executing of Prefab/Pre-Engineered Structures and fulfil other criteria, shall also be eligible for enlistment in category a(i). At the time of renewal, contractors already enlisted in Cat (a) (i) Building & Roads, shall be enlisted in Cat (a) (i) Building works & (a) (v) Roads. In case of E class contractors, Registering Authority shall issue suitable amendments to enlistment letters in respect of separate categories for buildings works i.e. a(i) and roads i.e. a(v) without any application from contractor.
3. For enlistment/ upgradation/ renewal/ reclassification etc, in category (b) Electrical Engineering Works (iI) to (iii), a declaration/undertaking shall be obtained from the applicant contractor in affidavit form whereby the contractor shall undertake to either obtain valid Electrical Licence of required class in its name or engage an agency having valid Electrical Licence of required class through MoU (Memorandum of Understanding) for execution of all electrical works as well as works under category (c) [including its sub categories (i) to (vii)] and the category (d)(v) to the extent Rule 29 under Part III of Central Electricity Authority

**Annexure No. I (Contd.,)**

(Measures Relating to Safety and Electric Supply) Regulations, 2010 is applicable either in full or part of the scope of work of contract awarded to him and that all such electrical works shall be executed by him through such agency only (either self or other agency) having valid Electrical Licence of required class from State /Union Territory Authorities where works are to be executed.

4. Working capital with the Contractor shall be judged from balance sheet/bank's certificate as per Appendix 1.3 / bank statement for last 6 month/overdraft or cash credit facility from bank/fixed deposit receipts with banks.
5. The requirements of minimum reserves are applicable for enlistment related process of existing contractors i.e. Change in constitution/Renewal/Reclassification (Revision in Monetary Limit) etc, if they have contracts in hand not having Performance Security provisions, till their contracts are completed and their Final Bills do not become MINUS. For this, these contractors will submit affidavit on non-judicial stamp paper of appropriate value (minimum value Rs. 100) declaring that all their contracts without Performance Security provisions are completed and the Final Bills are not MINUS Immovable/movable property (minimum reserve) shall be exclusively in the name of Contractor and not in the name of family members/relatives/others. In case of Limited companies, immovable/movable property (considered for minimum reserve) shall be exclusively in the name of Company and should be reflected in the Balance Sheet of the Company.
6. "Last two consecutive years" shall mean immediate last two consecutive financial years reckoned from the date of application for upgradation. Two consecutive years for the purpose of fresh enlistment shall mean any of the two consecutive financial years in last Five Financial Years preceding the date of application for enlistment. For documents in support of works experience, TDS certificate for IT/Sales Tax/ VAT/GST shall also be asked from applicant firms. All documents related to works experience and turnover (except Form 26 AS and portal generated GST return) shall be got independently verified from the client/issuing authority. Registering Authority may seek clarification from the Chartered Accountant in case of any doubt. Annual turnover to be considered for enlistment purpose shall mean the turnover from all businesses carried out by the applicant firm in relation to construction work related to categories of works for which the enlistment is being sought It may be total turnover as shown in the audited balance sheet or part thereof. Necessary clarification shall be obtained from the Chartered Accountant whose audited balance sheet is submitted by the applicant firm in case considered necessary by the Registering Authority.
7. Upgradation of enlisted contractor shall be done gradually in stages. Before a contractor is considered for upgradation, he should have worked at least for two years in the present tendering limit and should meet the criteria laid down. Normally upgradation will be done only to one next higher class at a time. However, if performance of any particular contractor is of very high order and Registering Authority considers upgradation of such contractor by more than one class justified, the same shall be done only with prior approval of E-in-C's Branch. Following considerations shall be applied to ascertain whether the performance of contractor is of very high order or otherwise:
  - (a) Contractor has completed works, value of which is more than 1.25 times the requirement in which the upgradation is being considered.
  - (b) Average Annual Turnover of the contractor is more than 1.25 times the requirement in which the upgradation is being considered.

**Annexure No. I (Contd.,)**

Example: For a contractor enlisted in class 'C' having tendering limit of 100 lakh, proposed to be upgraded to class 'A' having tendering limit of 7.50 crore, minimum value of works completed and turn over shall be as under :

- (i) Two works completed costing not less than 5.00 crore each (1.25 x 4.00)

Or

One work costing not less than 7.50 crore (1.25 x 6.00)

- (ii) Average annual turnover 7.5 crore (1.25 x 6.00)

(c) Average marks secured in Performance Reports (Stage-II) for the works completed in last five years shall not be less than 70%. Where report for any work is not available, it will be deemed to contain only 60% average marks.

8. Contractors of 'A' class and above only shall be eligible for enlistment in categories (a) (iii) Runways and Pavements and (a)(iv) Marine and Harbour Works subject to prior approval of E-in-C.

9. The criteria laid down above for enlistment/ upgradation may be relaxed in the case of contractors whose performance has been found to be of a very high order. Such relaxation may, however be given only with the prior approval of E-in-C's Branch.

1.5 **DOCUMENTS REQUIRED TO BE SUBMITTED BY THE CONTRACTOR FOR ENLISTMENT IN DGNP/ MES.**

- (a) Application for enrolment as contractor on IAFW-2190 (Revised 2020). Coloured Photographs affixed on application shall be self-attested.
- (b) Affidavit for constitution of firm.
- (c) List of works executed during last five years (As per Appendix 1.2) including copies of Work Orders/Work allotment letters, Copies of completion certificates and Form 16 A/TDS certificate for GST (GSTR-7A).
- (d) Annual turnover certificate duly supported with audited balance sheet. The turn over certificate must bear the UDIN (Unique Document Identification Number). The turn over certificate and audited balance sheet should be from same Chartered Accountant. In case balance sheets are not audited, Form 26 AS and /or Annual GST return shall be forwarded in support of turnover.
- (e) Audited balance sheet of last five years in case of Limited companies.
- (f) Solvency certificate from scheduled bank as per specimen given in Appendix- 1.3.
- (g) Working Capital certificate from scheduled bank as per specimen given in Appendix- 1.3.
- (h) Affidavit from contractor that there is no Government dues/ recovery outstanding against him. If there is any Government dues/recovery outstanding from the contractor, enlistment/ upgradation shall not be carried out.

**Annexure No. I (Contd.,)**

- (j) Affidavit from contractor giving brief details of arbitration / litigation cases he was involved in Registering Authority will critically examine such details and if contractor is considered habitual litigant, his enlistment/ upgradation shall not be carried out. Contractor shall be deemed to be a habitual litigant if he moves the court more than once ignoring arbitration clause and court does not uphold his view.
- (k) Two self-attested photographs of Proprietor/Partners/ Directors of firm for verification of character and antecedents from the police authorities. Places where online police verification process is available, the contractor will carry out police verification of the Proprietor/Partners/Directors and submit the verification reports for cross verification by the Department. Alternatively the contractor may submit a copy of valid passport issued by Govt of India
- (l) Copy of partnership deed in case of partnership firm.
- (m) Memorandum and Articles of Association in case of Limited Companies.
- (n) Copy of Registration Certificate of firm with Registrar of Companies/Register of Firms.
- (o) Affidavit that no near relatives) of the contractor or his/their employees/agents is/are working as Gazetted/ Commissioned Officer(s) in DGNP/ MES/ Corps of Engineers/Ministry of Defence. If the near relative(s) is/are working in such capacity in any formation upto Zonal CE, he/ they shall furnish details. The contractor shall not be entitled to tender for the works in entire area of CE Zone.
- (p) Affidavit that no near relative(s) of the contractor or his/their employees/agents is/are working as Junior Engineer(s) in DGNP/ MES/ Corps of Engineers. If his near relative(s) is/are working in such capacity in any formation upto CWE/ GE(I) office, the contractor shall furnish details. The contractor shall not be entitled to tender for the works in entire area of that CWE/GE(I).
- (q) Copy of power of attorney/Resolution of the Board in favour of any Partner/ Director of the firm.
- (r) Copy of immediate last Income Tax Return.
- (s) A separate sheet containing specimen signatures (signed in black ink) and affixed with photographs of Proprietor/Partners/Directors (to be used as Appendix B of enlistment letter).
- (t) Self-attested copy of PAN Card of Proprietor, Partners, Directors and the firm/ Company.
- (u) Self-attested copies of GST registration, EPFO registration and ESIC registration certificates.

**Notes:-**

- (i) All the documents submitted by the contractor shall be signed by Proprietor/ all Partners/ all Directors unless specifically authorised to a Partner/Director through POA or Resolution of the Board.
- (ii) Photocopies of documents shall be self-attested. Registering Authority shall ask production of original documents to verify the photocopies.

**Annexure No. I (Contd.,)**

- (iii) All affidavits shall be given on non-judicial stamp paper of appropriate value duly signed by the contractor and attested by the Magistrate/Notary public.
- (iv) Registering Authority shall cross-verify the genuineness of financial documents at Para (d) & (e) above from issuing Chartered Accountant (CA) and documents at Para (f) & (g) from the concerned Bank branch by referring in writing to them alongwith copy of above documents submitted by contractor. Registering Authority is also at liberty to verify the genuineness of all the documents from other reliable/authentic sources.
- (v) All documents related to work experience and turnover (except Form 26AS and portal generated GST return) shall be got independently verified from the client/issuing Authority. For documents in support of works experience, TDS certificate for IT /Sales Tax/ VAT/GST shall also be asked from applicant firms. Registering Authorities may seek clarifications from the Chartered Accountant in case of any doubt.
- (vi) **Documents mentioned at Para 1.5 (a) and 1.5 (s) shall not be applicable for the purpose of documents to be uploaded for bidding purpose by unenlisted firms.**

**APPENDIX 1.2**

Sl. No.	CA NO	Name of work	Amount of contract	Formation Viz CE, CWE, GE or officer of other Deptt. (Fax No. /email address/ address with pin code)	Date of commencement	Original date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7	8	9

**Signature of contractor**

Annexure No. I (Contd.,)

**APPENDIX 1.3**

**FORM OF SOLVENCY CERTIFICATE FROM A NATIONALISED / SCHEDULED BANK**

Bank Address and code

This is certified that to the best of our knowledge and information that M/s /Shri /Smt \_\_\_\_\_ having address \_\_\_\_\_, a customer of our bank are/ is respectable and can be considered solvent upto Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) / financially sound for any engagement upto Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date:

Place: Signature of Bank Manager  
(Name, Designation, personal code  
No. of Signatory & Seal of Bank

**Note:** In Case of partnership firm, certificate to include names of all partners as per record with bank

**FORM OF WORKING CAPITAL CERTIFICATE FROM A NATIONALISED / SCHEDULED BANK**

Bank Address and code

This is certified that M/s /Shri /Smt \_\_\_\_\_ having address \_\_\_\_\_, has/ have maintaining a saving bank account/ current/ fixed deposit account with this branch of bank since \_\_\_\_\_ and an amount not less than Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) has been available to the credit in his/ her/ their account Nos. \_\_\_\_\_ for the last three months.  
The Firm is enjoying overdraft/ credit facility upto limit of Rs. \_\_\_\_\_.

Date:

Place: Signature of Bank Manager  
(Name, Designation, personal code  
No. of Signatory & Seal of Bank

**Note:** Please forward above documents issued by your Bankers in original to be received in the office of DGNP (V) within 05 days of opening date of Technical bid (**Cover I**). Above certificates shall not be older than 6months as on closing date of Bid submission. Signatory shall endorse his rubber seal, indicate his name & bank employee number, Bank address particulars like full address, telephone & fax number.

**Annexure No. II**

**Certificate**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that my firm not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that my firm fulfills all requirements in this regard and is eligible to be participated."

\* Where applicable, evidence of valid registration by the Competent Authority shall be attached.

(Signature of Contractor)

**Annexure No. III**

**Certificate**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered."

\* Where applicable, evidence of valid registration by the Competent Authority shall be attached.

(S Ramanathan)  
Brig  
DDG & CE  
Accepting Officer

**ANNEXURE 'IV'**

**FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE**

(to be executed on stamp paper of appropriate value)

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

**AMONGST**

1. .... 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. .... 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 PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

**WHEREAS,**

(A) The Director General Naval Projects, Visakhapatnam, represented by its (Name of tendering office) and having its office at..... (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bid by its Tender ID No. ....for (name of work .....).

(B) The Parties are interested in jointly bidding for the tender as member of a Joint Venture and in accordance with the terms and conditions of the tender document in respect of the work, and

(C) It is necessary condition under the pre-qualifying criteria (PQC) that the parties of the Joint Venture shall enter into a Joint Bidding 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 PQC in the Notice Inviting Tender.

**2. Joint Venture**

(a) The parties do hereby irrevocably constitute a Joint Venture for the purposes of jointly participating in the Bidding Process for the project.

(b) The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/or through any other Joint Venture constituted for this Project, either directly or indirectly.

**ANNEXURE 'IV' [CONTD...]****3. Covenants**

The parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the contract, it shall perform all its obligations as the Contractor in terms of the Contract.

**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 Joint Venture and shall have the power of attorney from the other Party for conducting all business for and on behalf of the Joint Venture during the Bidding Process and execution process as well as post execution process.

(b) Party of the Second Part shall be the Member of the Joint Venture.

**5. Joint and Several Liability**

The parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms and conditions given in the NIT and Tender Documents.

**6. Field of expertise**

The parties do hereby declare that the field of expertise of the parties are as under:-

First Party:

Second Party:

**7. Share of Work in the Project**

The parties agree that the proportion of the Contract to be allocated among the parties shall be as follows:--

First Party:

Second Party:

**8. Representation of the Parties**

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

(a) Such Party is duly organised, validly existing all 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 Joint Venture party 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;

**ANNEXURE 'IV' [CONTD...]**

(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 interest, 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 Affiliates 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.

**9. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of Defect Liability Period under and in accordance with the Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture does not pre-qualify for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant does not pre-qualify or upon return of the Bid Security by the Authority to the Bidder, as the case, may be.

**10. Miscellaneous**

(a) This Joint Bidding Agreement shall be governed by Laws of India.

(b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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 by:

SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

WITNESS

In the presence of :

1.

2.