



Project Seabird Phase IIA
RFQ: DC-02: Dockyard Buildings,
Infrastructure & Equipment (DY)

**DIRECTOR GENERAL PROJECT SEABIRD
IHQ-MoD (NAVY)
NEW DELHI**

**REQUEST FOR QUALIFICATION (RFQ)
FOR
DOCKYARD BUILDINGS, INFRASTRUCTURE &
EQUIPMENT (DY)**

**PROJECT SEABIRD PHASE IIA,
NAVAL BASE KARWAR, KARNATAKA, INDIA**

RFQ NO. DGSB/DY/03 of 2019

NOVEMBER 2019





This Page Is Intentionally Left Blank





Table of Contents:

GLOSSARY	5
1. INTRODUCTION	6
1.1. Background.....	6
1.2. Objective of Project Seabird Phase IIA.....	6
1.3. Project Site Description.....	6
1.4. Objective of Pre-Qualification	7
1.5. Brief Description of Tendering Process	7
1.6. Queries or Requests for Clarification	8
1.7. Address for Submission/Opening of Applications	8
1.8. Schedule of Pre-Qualification (PQ) Process.....	8
1.9. Pre-Application Conference.....	8
2. INSTRUCTIONS TO APPLICANTS	9
2.1. Scope of Application	9
2.2. Eligibility of Applicants	9
2.3. Applications and Costs Thereof.....	12
2.4. Right to Accept or Reject Any or All Applications/ Tenders	12
2.5. Documents.....	13
2.6. Pre-Application Queries and Request for Clarifications.....	13
2.7. Amendment of Request for Qualification	14
2.8. Preparation and Submission of Application	14
2.9. Format and Signing of Application.....	14
2.10. Sealing and Marking of Applications	15
2.11. Submission of Applications.....	17
2.12. Modifications/Substitution/Withdrawal of Applications.....	17
2.13. Opening of Applications.....	17
2.14. Procedure for Evaluation of Applications	18
2.15. Clarifications	18
2.16. Evaluation of Applications and Prequalification of Applicants.....	18
2.17. Proprietary data	19
3. ELIGIBILITY AND QUALIFICATION CRITERIA.....	20
4. FRAUD AND CORRUPTION PRACTICES	34
5. MISCELLANEOUS	35
6. SCOPE OF WORKS.....	36
6.1. General	36
6.2. General Considerations	37
6.3. Utilities	37
6.4. Interfacing with Other Works Contractors	38
6.5. Construction Period	38
6.6. Other Data	38
6.6.1. Geotechnical.....	38
6.6.2. Tide Levels.....	39
6.6.3. Waves inside the Harbour	39
6.6.4. Wind	39
6.6.5. Current.....	40
6.6.6. Temperature, Humidity and Rainfall.....	40
7. FORMS.....	41
FORM-01: APPLICATION	42
FORM-02: PARTICULARS-1.....	45





FORM-03: PARTICULARS – 2	46
FORM-04: CONSENT	47
FORM-05 (A): NON-PERFORMANCE	49
FORM-05 (B): LITIGATION	51
FORM-05 (C): LITIGATION-LIST.....	54
FORM-06: EXP-1	57
FORM-07: EXP-2	59
FORM-08: EXP-3.....	61
FORM-08A: EXP-4.....	63
FORM-09: FIN-1	65
FINANCIAL SITUATION OF THE APPLICANT	65
FORM-10: FIN-2	68
FORM-11: CCC	70
FORM-12: DEBT	73
FORM-13.....	74
FORM-14: POA-1	75
FORM-15: POA-2	77
FORM-15A: POA-3.....	80
FORM-16: JV-JTA.....	82
FORM-17: CHECKLIST.....	86
FORM-18: SOL.....	91
Annexure-1	92
Annexure-2	93





GLOSSARY

Applicant	As defined in Clause 1.5.1
Application Due Date	As defined in Clause 1.10
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. Bidding Agreement	As defined in Clause 2.2.2 (f)
JV	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
Qualification 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 1.5.2
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.

Except where the context requires otherwise:

- words indicating one gender include all genders;
- words indicating the singular also include the plural and words indicating the plural also include the singular;
- the words, 'Tender' or 'tender', 'Tenderer' or 'tenderer' and 'Tendering' or 'tendering' to be synonymous with 'Bid' or 'bid', 'Bidders' or 'bidders' and 'Bidding' or 'bidding' respectively and vice-versa.



SECTION 1

1. INTRODUCTION

1.1. Background

1.1.1 In the year 1986, the Indian Navy established a Project, code named "Seabird", to undertake planning for the establishment of the third major Naval Base at Karwar (Karnataka), located about 120 km south of Panjim, Goa on the west coast of India. A Master Plan for Project Seabird was completed in April 1990.

1.1.2 The Master Plan recommended that the Naval Base at Karwar be developed in two phases. In Phase I, facilities and infrastructure were required to be developed for the basing of certain ships/ submarines and support/ yard craft.

1.1.3 Project Seabird Phase IIA works are now being planned to enable increased berthing for ships/ submarines and support/yard craft at Karwar. Accordingly, existing facilities at Karwar will require considerable augmentation for efficient basing, operations, maintenance and support of a large, modern fleet. The key Phase IIA facilities and infrastructure are expected to be delivered progressively over seven to eight years.

1.2. Objective of Project Seabird Phase IIA

1.2.1 Project Seabird Phase IIA works involve construction of a wide range of new facilities and augmentation of certain existing facilities in Naval Base Karwar (the "Project"). Detailed Project Reports (DPRs) have been prepared and the required facilities have been divided into various work packages based on nature of work, expertise required and location.

1.2.2 The envisaged facilities are intended to provide requisite berthing and operational Fleet Base facilities/ complexes for the operation, administration and Command & Control of capital warships/submarines and associated support/yard craft at the Naval Base, Karwar.

1.3. Project Site Description

1.3.1 The Project work is to be performed in the Naval Base, Karwar region, including a large geographical area along and near the sea coast between Karwar and Ankola.



FIGURE 1- PROJECT SITES: APPROXIMATE LOCATION IN SATELLITE MAPS - GOOGLE EARTH

Note: The figure is not to scale. Also, the site boundaries of Site A, Site B, Site C1, Site C2 and Site E are indicative



1.4. Objective of Pre-Qualification

- 1.4.1 The President of India acting through Director General, Project Seabird (the "Employer") has decided to undertake the Construction of Dockyard Buildings, Infrastructure & Equipment, through an item rate contract and has decided to carry out the Tendering Process for selection of a Tenderer 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 crores)
Dockyard Buildings, Infrastructure & Equipment (DY)	1,937.21

The Employer intends to pre-qualify and 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.

- 1.4.2 A general description of the proposed works is provided in Section 6: Scope of Works. However, detailed descriptions of scope of works shall be provided with the Tender Documents.
- 1.4.3 Indicative construction cost of the Works (the "Estimated Cost") is subject to revision.
- 1.4.4 The Employer shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Employer. All Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.8 for submission of Applications (the "Application Due Date").

1.5. Brief Description of Tendering Process

- 1.5.1 The Employer has adopted a staged approach to Tendering (collectively referred to as the "Tendering Process") for the selection of a Tenderer for Contract award. The first stage of the Tendering Process, the pre-qualification stage (the "Qualification Stage"), involves the process of qualification (the "Qualification") of interested parties / JVs that make Applications in accordance with the provisions of this RFQ (the "Applicant"). At the end of this Qualification stage, the Employer expects to announce a list of all pre-qualified Applicants for the Contract Package who shall be eligible for participation in the second stage of the Tendering Process (the "Tender Stage").
- 1.5.2 In the Qualification Stage, Applicants are required to furnish all the information specific in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Employer shall be invited to submit their Tenders for the Works. Such Applicants who have been pre-qualified and shortlisted by the Employer for Tendering and submit a Tender are referred to as "Tenderers".
- 1.5.3 In the next stage, the Tender Stage, the pre-qualified Applicants shall be called upon to submit their Technical Proposal and Financial Proposal (the "Tenders") in accordance with the requirements of the Invitation for Tender and tender documents ("Tender Document") and other documents to be provided by the Employer (collectively the "Tender Documents"). Every pre-qualified Applicant will be sent the Invitation for Tender to collect the Tender Document from the Employer.
- 1.5.4 The Contract shall be awarded to the Tenderer who is technically suitable as per the approved technical evaluation report from concerned competent authority and has quoted the lowest





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

1.6. Queries or Requests for Clarification

- 1.6.1 Any queries or request for additional information concerning this RFQ shall be submitted in writing by speed post/courier and by e-mail to reach the officer designated in Clause 2.10.4 by the last date for receiving queries specified in Clause 1.8. The envelopes/communications shall clearly bear the following identification/title: "Queries/Request for Clarification Information: RFQ for "Dockyard Buildings, Infrastructure & Equipment (DY)".

1.7. Address for Submission/Opening of Applications

Director General,
Project Seabird,
Integrated HQs of MoD (Navy),
2nd. Floor, West Block-5,
R. K. Puram, New Delhi - 110066

Telephone No: 011 2617 0507; 011 2617 8664
Fax: 011 2610 0608
E-Mail Address: dgpsb@navy.gov.in

Website: www.indiannavy.nic.in / www.indiannavy.gov.in

1.8. Schedule of Pre-Qualification (PQ) Process

- 1.8.1 The Employer shall endeavour to adhere to the following schedule:

Sl. no.	Event Description	Date
(a)	Last date for receiving queries	Monday, December 23, 2019
(b)	Pre-Application Conference	Thursday, January 16, 2020 at 10.00 hours IST
(c)	Employer's response to queries	Friday, January 31, 2020
(d)	Application due date	Thursday, February 27, 2020 at 15.00 hours IST
(e)	Opening of Applications	Thursday, February 27, 2020 at 15.30 hours IST

1.9. Pre-Application Conference

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

Date: As per sl. no. (b) of Clause 1.8 above
Time: 10:00 hours IST
Venue: HaskoningDHV Consulting Private Limited, 701 & 702, 7th. Floor, Emaar Palm Springs Plaza, Golf Course Road, DLF Phase-5, Sector 54, Gurugram – 122 001, Haryana, India.





SECTION 2

2. INSTRUCTIONS TO APPLICANTS

2.1. Scope of Application

2.1.1 The Employer wishes to receive Application for Pre-Qualification in order to short-list experienced and capable Applicants for the Tender Stage.

2.1.2 Short-listed Applicants may subsequently be invited to submit their Tender for the Works.

2.2. Eligibility of Applicants

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

- (a) The Applicant may be a single entity or a group of entities in the form of a Joint venture (herein after called "JV"), coming together to participate in the tendering process and construct the Works. However, no Applicant applying individually or as a member of a JV, as the case may be, can be member of another JV Applicant. The term Applicant used herein would apply to both single entity and JV.
- (b) An Applicant may be a private entity, government-owned entity (an entity controlled by the Central/ State Government in India or any entity controlled by them) or any combination of them with a Joint Bidding Agreement, or under an existing agreement to form a JV.
- (c) An Applicant shall not have any 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) Applicants in two different Applications have controlling shareholders in common (however this provision is not applicable for a government owned entity); or
 - (ii) submits more than one Application for pre-qualification; or
 - (iii) the Applicant has participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of this RFQ; 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 a government owned entity); or
 - (v) such Applicant has the same Authorised Representative for the purposes of this Application as any other Applicant.
- (d) 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, or Government of the country where the Applicant or in case the Applicant is a JV, member(s) of the JV, is/are incorporated) as a result of the execution of a Bid-Securing Declaration.





- (e) Any Applicant who has been barred by the Government, and the bar exists at the Application Due Date, will not be eligible to submit an Application either individually or as member of a JV.
- (f) In regard to matters relating to security and integrity of the country, the Applicant / any Member of the JV 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.
- (g) 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 JV or against CEO(s)/ directors/ managers/ employees of Applicant or of any JV member.
- (h) The Applicant is not under the process of Resolution Plan of Debt Restructuring or under the process of 'The Insolvency and Bankruptcy Code 2016' or has resolved all debt restructuring issues with the Banks/ Institutions as on the last date of the completed financial year quarter previous to the date on which RFQ was issued. The Statutory Auditor's Certificate in this regard shall be furnished with the Application (refer to **FORM-12: DEBT**).
- (i) The Applicant shall be subjected to Employer's security clearance and screening.
- (j) An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.2.2 Joint Venture (JV) Applicants

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

- (a) The number of members in a JV shall not exceed two (02) including the Lead Member;
- (b) Members of the JV 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 the other member of the JV;
- (c) Share of the Lead Member and other Members in the JV shall be as follows:

JV Member	Percent Share in JV
Lead Member	Not less than 51%
Other Member	Not less than 30%
Total of all members of JV should be	100%

- (d) All members of JV shall be jointly and severally liable for the execution of the Contract, if awarded, in accordance with the Contract terms.
- (e) The JV shall nominate, from among their employees, a Representative through a Power of Attorney (authorised by all JV members) who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during negotiation, signing and execution of the Contract thereof.





- (f) Members of the JV shall enter into a Joint Bidding Agreement, substantially in the format given in **FORM-16: JV-JTA** (the "**Jt. Bidding 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 RFQ and the Tender Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Employer.
- (h) The Jt. Bidding Agreement shall be converted into a more detailed Memorandum of Understanding (MoU) between the JV members at the time of Tender Submission. The MoU shall cover, inter alia, the following:
 - (i) Financial participation of each member in the JV, which shall not be less than the limits stipulated in clause 2.2.2 (c) of this RFQ document;
 - (ii) Details of Works to be carried out by each member. The approximate cost of the Works shall be pro rata to the financial participation of each member,
 - (iii) Distribution of management responsibilities between the members; and
 - (iv) List of Key Personnel and Key Contractor's Equipment to be deployed by each member at Site for the execution of the Works.

More details and the general format required for the MoU between the JV members shall be provided in the Tender Documents.

Non-submission of a MoU to the satisfaction of the requirements of the Tender Documents, could lead to rejection of the Tender.

2.2.3 Change in composition of the JV

Change in the composition of a JV will not be permitted by the Employer during the Qualification Stage.

Where the Tenderer is a JV, change in the composition of a JV may be permitted by the Employer during the Tender Stage, with the following conditions:

- (a) the application for such change is made no later than 15 (fifteen) days prior to the Tender Due Date;
- (b) the Lead Member continues to be the Lead Member of the JV; and
- (c) no new member would be allowed in the JV once the shortlisting process is complete. However, the Lead member can opt to tender as a sole Tenderer (without the other Member). In such cases, the qualification of the Lead Member shall be again evaluated and he should meet the RFQ's qualification criteria for a sole Applicant, as on the dates stipulated in RFQ Document, failing which he shall not be permitted to tender as a sole tenderer.
- (d) in the above case, the Lead Member shall submit the relevant documents for qualification again for evaluation with his application for change in composition of JV; and
- (e) where a JV Tenderer wishes to change the percentage participation (share) of each member in the JV, which shall be within the limits stipulated in the RFQ Document, the qualification of both the members shall again be evaluated and both members should meet





the qualification criteria set forth in the RFQ Document. Otherwise, the JV shall not be allowed to change the percentage participation (share) of each member in the JV.

- (f) in the above case, the modified / reconstituted JV shall submit the relevant documents for qualification along with a revised Jt. Bidding Agreement, duly revised through addendum / addenda or a fresh agreement for evaluation with his application for change in composition of JV.

2.2.4 Specialised Sub-contractors

2.2.4.1 In case any Specialised Sub-contractor is proposed by the Applicant in his Application, it shall comply with the following requirements:

- (i) The qualifications of the Specialised Sub-contractor shall be considered only for the 'Additional Key Construction Activity' under 'Eligibility and Qualification Criteria No. 4.4 (Section 3)
- (ii) Not more than one Specialised Sub-contractor shall be considered for each of the 'Additional Key Construction Activity' under 'Eligibility and Qualification Criteria No. 4.4 (Section 3)
- (iii) Such Specialised Sub-contractor shall meet the corresponding qualification requirements. The Applicant shall clearly identify such activities and submit details of Specialised Sub-contractor and his credentials.
- (iv) The Applicant may be permitted by the Employer, to change the Specialised Sub-contractor during Tender stage. The request for such change, along with relevant documents, should be submitted to the Employer no later than 30 days after the date of Invitation for Tender (IFT). In such cases, the qualification of the new proposed Specialised Sub-contractor should meet the qualification criteria set forth in the RFQ document, failing which his request shall be rejected.
- (v) Consent letter of the Specialised Sub-contractor shall be submitted as per Form-04.
- (vi) No change of Specialised Subcontractor shall be permitted during the Qualification Stage;
- (vii) No Applicant shall be allowed to combine his experience with proposed Specialised Subcontractor for any of the 'Additional Key Construction Activities'.
- (viii) The Additional Key Construction Activities shall be executed only by the respective proposed Specialised Subcontractor(s), if any, duly approved by the Employer.

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 RFQ, 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, without assigning reasons thereof.

- 2.4.2 All supporting documents furnished by Applicants from their previous Clients/ Consultants etc. shall be notarised. Employer reserves its right to call for the original of the supporting documents, or to visit Applicant's offices/project sites (either completed or ongoing) for verification, if so deemed necessary and also to cross check 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 Employer reserves the right to make use of available in-house data/information, if any, for evaluation of Pre-Qualification Applications.
- 2.4.4 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 Applications/Tenders or at any time before signing of the Contract, 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 the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated without the Employer being liable in any manner whatsoever to the selected Tenderer / Contractor and without prejudice to any other right or remedy which the Employer may have under this RFQ, the Tender Documents, the Contract or under applicable law.

2.5. Documents

2.5.1 Contents of the RFQ

This RFQ comprises of the following:

- Invitation for Qualification
- 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: Exchange Rates
- Annexure-2: Format for Application for Visit to IHQ of MoD (Navy)/ Naval Base Karwar

This RFQ should be read in conjunction with any Addendum or Addenda issued in accordance with Clause 2.7.

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

2.6. Pre-Application Queries and Request for Clarifications

- 2.6.1 Applicants requiring any clarification on the RFQ may notify the Employer in writing by speed post/ courier and by e-mail in accordance with Clause 1.6. 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 requests for clarification:

Name of Applicant:					
Query Number	Applicant's Code*	Reference to RFQ		Existing Provision in RFQ	Query or Clarification Sought
		Clause Number	Page Number		
(1)	(2)	(3)	(4)	(5)	(6)

* To be filled in by Employer

2.6.3 The Employer will upload responses to the queries / clarifications sought on the official website (www.indiannavy.nic.in / www.indiannavy.gov.in) of the Employer, without identifying the source of queries.

2.6.4 The Employer reserves the right not to respond to any question or provide any clarification, at 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 of Request for Qualification

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 RFQ by the issuance of Addenda.

2.7.2 Any addendum issued shall be part of the RFQ and shall be uploaded on the official website (www.indiannavy.nic.in / www.indiannavy.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 prequalification 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 RFQ. Incomplete and/or conditional Applications shall be liable to rejection.





- 2.9.2 The Applicant shall prepare 1 (one) original set of the Application (together with the documents required to be submitted pursuant to this RFQ) and clearly marked as "ORIGINAL". In addition, the Applicant shall submit 03 (three) copies of such Application and documents, which shall be marked as "COPY". The Applicant shall also provide two (2) scanned soft copies thereof, each copy on separate USB Flash Drive(s)/Pen Drive(s), in an 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. In case of printed and published documents, only the cover page or first page shall be initialled. 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.
- 2.9.4 The Application shall contain machine numbers on all the pages and shall be in 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 at the beginning of each volume of documents referring to 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 separate envelopes 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 clause 2.10.3 and 2.10.4.

2.10.2 Each envelope shall contain:

- (a) Application for Pre-qualification 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 JV, particulars of the JV members (**FORM-03: PARTICULARS-2**);
- (d) (**FORM-04**): Consent letter of the Specialised Sub-contractor.
- (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) (**FORM-06: EXP-1**): Details of General Construction Experience;
- (g) Similar Works Experience details (**FORM-07: EXP-2**) along with supporting documents such as Client's Certificate etc.;
- (h) (**FORM-08: EXP-3**): Construction Experience in Key Activities and (**FORM-08A: EXP-4**): Construction Experience in Additional Key Activities;
- (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 or Insolvency and Bankruptcy (**FORM-12: DEBT**);
- (m) (**FORM-13**): NOT USED.
- (n) Power of Attorney for signing the Application (**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) In case the Applicant is a JV, the Power of Attorney for Lead Member of the JV (**FORM- 15: POA-2**) along with extract of Board's Resolution or equivalent document in favour of the person executing the Power of Attorney; In case the Applicant proposes Specialised Subcontractor, the Power of Attorney for authorised representative(s) of specialised subcontractor (FORM-15A : POA-3) along with extract of Board's resolution or equivalent document in favour of the person(s) executing the Power of Attorney.
- (p) Joint Bidding Agreement, in case of a JV, substantially in the format given in (**FORM-16: JV-JTA**);
- (q) Check List as per format given in **FORM-17: CHECKLIST**;
- (r) Copy of Memorandum of Association and Articles of Association or equivalent documents, if the Applicant is a corporate body, and in case of partnership firm a copy of its partnership deed;
- (s) Copies of Applicant's Audited Balance Sheets, or if not required by the laws of the Applicant's country, other Financial Statements¹ duly certified² as acceptable to the Employer of the last five financial years;
- (t) Two (2) scanned soft copies of the Application, each copy on separate USB Flash Drive(s)/Pen Drive(s), in the envelope marked "ORIGINAL";
- (u) Any other document(s) required in accordance with the RFQ Document;
- (v) Duly signed RFQ Document (blank) and correspondence, addendum/corrigendum issued by the Employer in relation to the subject RFQ, in token of receipt and acceptance (*in only one copy, which shall be submitted in a separate envelope*); and
- (w) Solvency Certificate (**FORM-18: SOL**).
- (x) All Indian Applicants must submit long-term credit rating from a Reserve Bank of India-approved credit rating agency or any reputed international agency for foreign firms. The credit rating should be as of the quarter ending September 2019. In case of JVs, both JV members to submit their credit rating separately. It is mandatory for firms to submit credit rating. Note that even though credit rating is not a qualifying criterion, the Employer reserves the right to delete the requirement of credit rating or specify a minimum credit rating during the Tender Stage.

2.10.3 Each of the envelopes shall clearly bear the following identification:

¹ 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.

² In case the accounts of the Applicant or of the members of JV are not required to be statutorily audited, the Financial Statement shall be certified in accordance with local legislation.





"APPLICATION FOR QUALIFICATION: DOCKYARD BUILDINGS, INFRASTRUCTURE & EQUIPMENT" and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes.

2.10.4 Each of the envelopes shall be addressed to:

ATTENTION: Director General

ADDRESS: Project Seabird
Integrated HQs of MoD (Navy)
2nd Floor, West Block-5
R K Puram, New Delhi – 110066

TELEPHONE No: 011 2617 0507
011 2617 8664

FAX: 011 2610 0608

E-MAIL ADDRESS: dgpsb@navy.gov.in

WEBSITE: www.indiannavy.nic.in / www.indiannavy.gov.in

2.10.5 If the envelopes are 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 mail or by hand. Applications shall be received by the Employer at the address given in Clause 1.7 and no later than the deadline stated in Clause 1.8.

2.11.2 It is not acceptable for Applications to be submitted by fax or e-mail and any Applications received in this way 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 and shall be returned unopened.

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.

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

2.12.3 Any additional information supplied after 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 Clause 1.7 and at the date and time indicated in Clause 1.8.
- 2.13.2 The Employer shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all 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 pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising 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

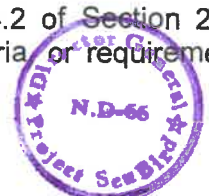
The Employer reserves the right to reject any Application which is non-responsive with reference to the stipulations stated in the RFQ Document and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Application. Provided, however, 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 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 Prequalification 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 prequalified by the Employer.
- 2.16.3 An Applicant may be "conditionally-prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified non-material documents or deficiencies to the satisfaction of the Employer.
- 2.16.4 Applicants that are conditionally-prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Employer within four (4) weeks from the date of Invitation for Tenders.
- 2.16.5 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified. Conditionally-prequalified Applicants who have submitted documents as per Clause 2.16.4 above to the satisfaction of the Employer shall also be prequalified and notified. In addition, those Applicants who have not been qualified will be informed separately.
- 2.16.6 After notification of the results of the prequalification, the Employer shall invite Tenders from all Applicants that have been prequalified or conditionally-prequalified.
- 2.16.7 Tenderers shall be required to provide a Tender Security acceptable to the Employer in the form and an amount to be specified in the Tender Documents, and the successful Tenderer shall be required to provide a Performance Security as specified in the Tender Documents.
- 2.16.8 The qualification of Specialised Subcontractor(s), if any proposed, shall be considered against corresponding Additional Key Construction Activity only, for evaluation of an Applicant.

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 the preparation and submission of their Application. The Employer will not return any Application or any information provided along therewith except the Applications received late pursuant to Clause 2.11.3 or Applications withdrawn pursuant to Clause 2.12.2.





Section 3

3. ELIGIBILITY AND QUALIFICATION CRITERIA

This Section contains 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	JV (existing or intended)			Submission Requirements
				Both Members Combined	Each Member	Any One Member	
1	ELIGIBILITY						
1.1	Conflict between Single Entity Applicant and member of JV Applicant	No Single entity Applicant is a member of another JV Applicant or vice versa in accordance with Clause 2.2.1(a) and 2.2.1(c)	Must meet requirement	N/A	Must meet requirement	N/A	FORM-01: APPLICATION
1.2	Conflict of Interest	No conflicts of interest in accordance with Clause 2.2.1(c).	Must meet requirement	N/A	Must meet requirement	N/A	FORM-01: APPLICATION
1.3	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(d)	Must meet requirement	N/A	Must meet requirement	N/A	FORM-01: APPLICATION
1.4	Barred by Government	Not barred by Government as on the Application Due Date in accordance with Clause 2.2.1(e)	Must meet requirement	N/A	Must meet requirement	N/A	FORM-01: APPLICATION
1.5	Not disqualified 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 of the country in accordance with Clause 2.2.1(f)	Must meet requirement	N/A	Must meet requirement	N/A	FORM-01: APPLICATION
1.6	No investigation related to security and integrity of the Country	No investigation, related to security and integrity of the country, by a regulatory authority,	Must meet requirement	N/A	Must meet requirement	N/A	FORM-12: APPLICATION





		is pending in accordance with Clause 2.2.1 (g)					
1.7	Corporate Debt Restructuring or Insolvency and Bankruptcy	Not under the process of Resolution Plan of Debt Restructuring or not under the process of 'The Insolvency and Bankruptcy Code 2016' or has resolved all debt restructuring issues with the Banks/ Institutions as on the last date of the completed financial year quarter previous to the date on which RFQ was issued, in accordance with Clause 2.2.1 (h).	Must meet requirement	N/A	Must meet requirement	N/A	FORM-12: DEBT
2	HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY³						
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁴ did not occur as a result of Contractor's default in the last five (5) years preceding the last date of the completed financial year quarter previous to the date on which RFQ was issued.	Must meet requirement	N/A	Must meet requirement	N/A	FORM-05(A): NON-PERFO ⁵

³ Related to Construction Business only.

⁴ Non-performance, as decided by the Client/ Owner, 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 Client/ Owner 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.

⁵ FORM-05(A), (B) and (C) should be duly certified by the Statutory Auditors of the Applicant or of the JV members, in case the Applicant is a JV





2.2	Pending Litigation	Applicant's financial position and prospective long-term profitability still sound according to the 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	N/A	Must meet requirement	N/A	FORM-05(B): LITIGATION ⁶
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ⁶ in the last five (5) years preceding the last date of previously completed financial year quarter previous to the date on which RFQ was issued.	Must meet requirement	N/A	Must meet requirement	N/A	FORM-05 (C): LITIGATION HISTORY ⁶
3	FINANCIAL SITUATION AND PERFORMANCE						
3.1	Financial Capabilities	The audited final accounts (P&L accounts and balance sheet or equivalent) or, if not required by the laws of the Applicant's country, other financial statements* ⁷ 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.	Must be submitted	N/A	Must be submitted	N/A	Audited final accounts or equivalent of the five financial years.

⁶ 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 during the last five (5) years preceding the last day of the month previous to the month in which the RFQ is issued. A consistent history of awards against the Applicant or any member of a joint venture may result in disqualification of the Applicant.

⁷ In case the accounts of the Applicant or of the members of JV are not required to be statutorily audited, the Financial Statement shall be certified in accordance with local legislation.





		<p>*Note1: The information submitted by the Applicant must mention Total Assets, Current Assets; Total Liabilities, Current Liabilities; Share Capital, Turnover, Profit Before Taxes, Profit After Taxes.</p> <p>Note 2: The Applicant must submit audited accounts of the last five (5) years as mentioned above. However, if the accounts for the immediately previous financial year is under preparation, applicants may submit audited accounts of five (5) years prior to last financial year with the declaration, duly certified by its Statutory Auditor(s) that their immediately previous year's financial accounts have not been audited till the last date of submission of Application.</p>					
		<p>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. 291.00 Crores (INR Two Hundred and Ninety One Crores) for the subject contract after meeting its cash flow requirements for contracts currently in progress for future contract commitments.</p>	Must meet requirement	Must meet requirement	Must meet requirement in proportion to its financial share in the JV	N/A	FORM-09: FIN-1 & FORM-11: CCC





		ii) The Applicant shall have positive Net Worth at the close of the latest financial year.	Must meet requirement	N/A	Must meet requirement	N/A	FORM-09: FIN-1
		iii) Applicant has not incurred any loss in more than two financial years during the last five financial years.	Must meet requirement	N/A	Must meet requirement	N/A	FORM-9: FIN-1
3.2	Average Annual Turnover	Minimum average annual turnover ⁸ equivalent to Rs. 581.50 Crores (INR Five Hundred Eighty One Crores and Fifty Lakhs) calculated from the audited accounts submitted for the five (5) years, 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 JV	N/A	FORM-10: FIN-2
3.3	Solvency Certificate	The Applicant shall submit a solvency certificate of minimum amount of Rs. 291.00 Crores (INR Two Hundred Ninety One Crores) issued by Indian Nationalised / Schedule Banks or Private Banks permitted to do business with Government of India / foreign banks authorised	Must meet requirement	N/A	Must meet requirement in proportion to its financial share in the JV	N/A	FORM-18: SOL

⁸ If the annual turnover is not clearly stated in the Audited Balance Sheets / Financial Statements of the Applicant / JV member, specific certificate issued by its Statutory Auditors or in case the accounts of the Applicant or of the members of JV are not required to be statutorily audited, the accounts certified in accordance with local legislation, should be submitted.





		by Reserve Bank of India to operate in India. The solvency certificate shall be dated not earlier than the RFQ issue date.					
3.4	Credit Rating	All Indian Applicants must submit long-term credit rating from a Reserve Bank of India-approved credit rating agency or any reputed international agency for foreign firms. The credit rating should be as of the quarter ending September 2019. In case of JVs, both JV members to submit their credit rating separately. It is mandatory for firms to submit credit rating. Note: Even though credit rating is not a qualifying criterion, the Employer reserves the right to delete the requirement of credit rating or specify a minimum credit rating during the Tender Stage.	Must meet requirement	N/A	Must meet requirement	N/A	-
4	EXPERIENCE						
4.1	General Construction	Experience in construction	Must meet	N/A	Must meet	N/A	FORM-06: EXP-1 ⁹

⁹ FORM-06 should be duly certified by the Statutory Auditors of the Applicant. 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.





	Experience	contracts in the role of prime contractor, joint venture member/ consortium member, subcontractor for at least 48 months in the period starting 1 st (Month in which RFQ is issued) 2014 till Application due date.	requirement		requirement		
4.2	Similar Work(s) Experience ¹⁰	A minimum number ¹¹ of similar works specified below that have been satisfactorily completed as a prime contractor or joint venture member ¹² or sub-contractor ¹² , in the period from 1 st (Month in which RFQ is issued) 2009 till Application due date. "Similar Work(s)" means Contract(s) involving the construction of RCC framed structure or steel structure or composite structure or any combination of the above for Institutional buildings project or commercial project or residential project or industrial project or	Must meet the requirement of at least 1 (one) contract of minimum value of Rs. 1,550 Crores (INR One Thousand Five Hundred and Fifty Crores)	N/A	N/A	N/A	
			OR	OR	OR	OR	
			Must meet the requirement of at least 2 (two) contracts each of minimum	Must meet the requirement of a total contract	Must meet the requirement of at least 1 (one) contract of minimum	N/A	

¹⁰ The Similar Works experience(s) of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. The Applicants are advised to strictly adhere to this requirement and submit the Similar Works experience(s) from the client(s) of the Applicant or of the member(s) of JV only.

¹¹ Summation of number of small value contracts (less than the value specified under requirement) to meet overall requirement will not be accepted.

¹² For contracts under which the Applicant participated as a member of a Joint Venture, or as a sub-contractor, only the Applicant's share, by value, shall be considered to meet the requirement.





		<p>infrastructure project or combination of any of the above projects with or without any of the associated multi-disciplinary works. (The associated multi-disciplinary works will include the works like Area development, piling works, Roads, HVAC, Sewage network, firefighting, water supply, utilities, electrical, instrumentation, equipment supply and/or installation/ erection, etc.)</p>	<p>value of Rs. 969 Crores (INR Nine Hundred and Sixty Nine Crores)¹³</p>	<p>value of Rs. 1,937.50 Crores (INR One Thousand Nine Hundred Thirty Seven Crores and Fifty Lakhs), from 02 (two) contracts; no contract valuing less than Rs. 484.50 Crores (INR Four Hundred Eighty Four Crores and Fifty Lakhs); minimum 01 (one) contract from each JV member</p>	<p>value Rs. 484.50 Crores (INR Four Hundred Eighty Four Crores and Fifty Lakhs)</p>		
			OR	OR	OR	OR	

¹³ A "Single Entity" Tenderer can also meet the criteria for "Similar Works Experience" in accordance with the requirement stated for JV under "Both Members Combined".





			Must meet the requirement of at least 3 (three) contracts each of minimum value of Rs. 775 Crores (INR Seven Hundred and Seventy Five Crores) ¹³	Must meet the requirement of a total contract value of Rs. 2,325 Crores (INR Two Thousand Three Hundred Twenty Five Crores), from 03 (three) contracts; no contract valuing less than Rs. 484.50 Crores (INR Four Hundred Eighty Four Crores and Fifty Lakhs); minimum 01 (one) contract from each JV member	Must meet the requirement of at least 1 (one) contract of minimum value of Rs. 484.50 Crores (INR Four Hundred Eighty Four Crores and Fifty Lakhs)	N/A	
4.3	Construction Experience	For the above and/ or any other					





	in Key Activities ¹⁴	contracts completed as prime contractor, joint venture member, or subcontractor, experience in the following works in the Institutional buildings project or commercial project or residential project or industrial project or infrastructure projects or combination of any of the above projects, in the period from 1 st (Month in which RFQ is issued) 2009 till Application due date.					
		1) Execution of RCC-framed buildings, with a minimum RCC quantity of 16,000 Cum in any single contract.	Must meet requirement	N/A	N/A	Must meet requirement	FORM-08: EXP-3
		2) Execution of Structural Steel buildings, with a minimum Structural Steel Tonnage of 4,300 MT in any single contract.	Must meet requirement	N/A	N/A	Must meet requirement	FORM-08: EXP-3
		3) Procurement, supply and installation / erection of equipment with or without associated auxiliaries for a minimum value of Rs. 50 Crores (INR Fifty Crores Crores) in any single contract.	Must meet requirement	N/A	N/A	Must meet requirement	FORM-08: EXP-3

¹⁴ The work experience(s) of Group Companies, Parent Companies or Sister Companies, concessionaires and developers shall not be considered for evaluation for 4.1 and 4.2 above. The Applicants are advised to strictly adhere to this requirement and submit the construction experience(s) from the client(s) of the Applicant or of the member(s) of JV only.





4.4	Construction Experience in Additional Key Activities	For the above and/ or any other contracts completed or under implementation as prime contractor, joint venture member, or subcontractor, in the period from 1st (Month in which RFQ is issued) 2009 till Application due date, a minimum construction experience in the following additional key activities:					
		<p>Additional Key Activity No. 1:</p> <p>Successfully completed the Construction of External Power Distribution System with a minimum capacity 1926 kVA, comprising distribution substations and associated cabling works.</p>	<p>Must meet requirement</p> <p>(This requirement can also be met through a Specialised Sub-contractor proposed by the Applicant, who shall meet the requirement given under Sl. No. 2.2.4 in Section 2).</p>	N/A	N/A	<p>Must meet requirement</p> <p>(This requirement can also be met through a Specialised Sub-contractor proposed by the Applicant, who shall meet the requirement given under Sl. No. 2.2.4 in Section 2).</p>	FORM-08A: EXP-4
		<p>Additional Key Activity No. 2:</p> <p>Successfully completed Construction of Effluent Treatment Plants with a minimum capacity of 1.25</p>	<p>Must meet requirement</p> <p>(This requirement can also be</p>	N/A	N/A	<p>Must meet requirement</p> <p>(This requirement can also be</p>	FORM-08A: EXP-4





		Cum/hr including supply and installation of equipment in any single contract.	met through a Specialised Sub-contractor proposed by the Applicant, who shall meet the requirement given under SI. No. 2.2.4 in Section 2).			met through a Specialised Sub-contractor proposed by the Applicant, who shall meet the requirement given under SI. No. 2.2.4 in Section 2).	
		<p>Additional Key Activity No. 3:</p> <p>Successfully completed Supply and Erection of Chilled Water Distribution System comprising chilled water plants and distribution piping for building HVAC systems with a minimum capacity of 350 Tonne Rating, including supply and installation of equipment in any single contract.</p>	<p>Must meet requirement</p> <p>(This requirement can also be met through a Specialised Sub-contractor proposed by the Applicant, who shall meet the requirement given under SI. No. 2.2.4 in Section 2).</p>	N/A	N/A	<p>Must meet requirement</p> <p>(This requirement can also be met through a Specialised Sub-contractor proposed by the Applicant, who shall meet the requirement given under SI. No. 2.2.4 in Section 2).</p>	FORM-08A: EXP-4
		<p>Additional Key Activity No. 4:</p> <p>The Bidder should have designed, supplied, erected/</p>	<p>Must meet requirement</p> <p>(This</p>	N/A	N/A	<p>Must meet requirement</p> <p>(This</p>	FORM-08A: EXP-4





		<p>supervised erection and commissioned/ supervised commissioning of Solar Photo voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 5 MW or more of roof top solar PV plant, out of which at least one plant should have been of 1.75 MW capacity or above. The reference plant of 1.75 MW or above capacity must have been in successful operation during last seven (07) years ending 6 (six) months prior to last date of submission of RFQ.</p>	<p>requirement can also be met through a Specialised Sub-contractor proposed by the Applicant, who shall meet the requirement given under Sl. No. 2.2.4 in Section 2).</p>			<p>requirement can also be met through a Specialised Sub-contractor proposed by the Applicant, who shall meet the requirement given under Sl. No. 2.2.4 in Section 2).</p>	
--	--	--	--	--	--	--	--





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 Pre-Qualification and 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 or undesirable' practice in the Tendering Process.
- 4.2 Without prejudice to the rights of the Employer under the paragraph above, 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 or undesirable' practice during the Pre-Qualification or Tendering Process, such Applicant shall not be eligible to participate in any tender or RFQ 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 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 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 on or omission of facts 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, a 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 RFQ Application have noted that the Indian Official Secret Act 1923 (XIX of 1923) applies to them and continues to apply perpetually, even after the pre-qualification process is over. An undertaking to this effect should be taken by the Applicant from all persons related to his PQ Application
- 5.2 The Pre-Qualification and Tendering Process shall be governed by, and construed in accordance with, the laws of India. The courts in the State in which the Employer has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Tendering Process.





SECTION 6

6. SCOPE OF WORKS

6.1. General

The Scope of Works included in this document is indicative only. The actual Scope of Works will be included in the Tender Documents to be issued to Tenderers.

The scope of Construction Works associated with **Dockyard Buildings, Infrastructure & Equipment** comprises the following major elements.

1. Construction of Dockyard buildings.
2. Construction of associated external infrastructure, utilities, services and equipment within the Dockyard Area

These elements augment a number of existing facilities and provide a wide range of new amenities and structures including workshops, warehouses, offices and training buildings.

It should be noted that the actual Scope of Works will be included in the Tender Documents to be issued to Tenderers.

The work shall be executed on "ITEM RATE BASIS".

For each building, the contractor will be responsible for all architectural, civil and structural works as well as for the complete mechanical, electrical and building services installations from pre-defined interface points.

In full recognition and acceptance of the objectives of the RFQ, the Contractor shall execute the Works accepting all associated liabilities and risks that may be involved.

It should be noted that the Employer intends to take beneficial ownership of portions (to be determined) of work following completion in a phased manner as set out in the Master Schedule and Hand-over Plan. Full details in the respect will be provided as part of Tender Documentation.

The Contractor(s) for Construction Works associated with DC-02 shall ensure at all times a proactive, timely, collaborative and effective coordination of their Scope with any other DC-02 works Contractor and with other works Contractors who are concurrently working elsewhere as part of Project Seabird Phase IIA.

The Employer's execution strategy for the electronics, equipment and components of the Communication and Security packages site-wide will be via a separate contractor appointed directly by Employer in order to ensure consistency of systems throughout the Naval Base. The physical infrastructure (e.g. boundary walls, fences, gates, bollards, trunking, conduits, wiring, etc.) associated with these works will remain the responsibility of the Contractor. It should be noted that in addition to the interfaces set out in Section 6.4, this is a further major interface that will need to be managed.





6.1.1 Scope of Work – Equipment

Equipment falls into three broad categories as noted below:

1. Navy-supplied equipment

Certain items for special-to-type tools/equipment/repair facilities will be procured directly by the Employer from Ships' equipment Suppliers. The responsibility for the procurement, installation and commissioning of these items of equipment rests with the Employer and they therefore do not form part of Contractor's Scope. However, all necessary foundations, piling and similar support structures for this equipment, together with the installation of mechanical and electrical services to agreed termination points, remains within Contractor Scope.

2. Navy-preferred equipment

Employer may nominate the make/model/specification of certain equipment. The Contractor shall ensure that, where specified, this equipment is procured from the respective Suppliers and that it is installed tested and commissioned in accordance with the requirements of the Contract.

3. Other equipment

All other equipment, not referenced above, is to be procured, installed tested and commissioned by the Contractor.

The Contractor shall be furnished with an Equipment Database as part of Tender Information which sets out the requirements for the procurement of all equipment.

6.2. General Considerations

Contractor(s) will be expected to complete all works within the time frame stipulated in the Master Schedule and should take due cognisance of the impact of challenging weather during the monsoon season during the months of June to August.

Contractor(s) will be required to execute the Works in a manner that prioritises work elements according to the incremental milestones set out in the Master Schedule.

Contractor(s) must comply with all conditions set out in the Environmental Clearance issued by Ministry of Environmental & Forest (MoEF), Government of India and Employer's Environmental Management Plan. These conditions will be included in the Tender Document and issued to all Tenderers.

6.3. Utilities

Utilities works predominantly comprises of Water supply, HVAC, compressed air and industrial gas systems. Searches for existing utilities have been carried out by the Employer. However, there remains the possibility of unidentified utilities or services which are uncovered by Contractor(s) during the course of either Data Collection or during Construction. All known utilities will be detailed in the Tender Documents. If any utilities are required to be diverted, relocated or altered in order to carry out the Works, then this shall be the responsibility of the Contractor(s). Removal, diversion, relocation or alteration of unidentified utilities, if necessary, will be treated as a Variation.





6.4. Interfacing with Other Works Contractors

Efficient management of interfaces with other Phase IIA Contractors throughout the construction and commissioning phases of the work will be a critical success factor in achieving the ultimate project objectives. Interfaces will therefore need to be carefully managed and central to this process will be their early identification, enabling forward planning, minimising change, and thus avoiding conflict.

Contractor(s) shall be responsible for communicating with all interfacing parties and for the coordination, management and execution of the interfaces as described in interface documentation. The Interfacing Contractors shall co-operate with each other in the exchange of information and in the provision of design and construction support where needed, in order to complete the work associated with interfaces efficiently and effectively.

In addition to interfaces with other Phase IIA Contractors, there will also be interfaces to define and manage with the existing Phase I works, with statutory & other undertakings and with ongoing operations.

Additional interfaces also exist between the 'individual' and 'small cluster' buildings (Dockyard and elsewhere) and the external Infrastructure where these buildings sit (designed and constructed by others).

6.5. Construction Period

The period for the completing all Construction Works associated with Dockyard Area Contract Package such that the Works are ready for use by the Employer, will be around 40 months from the 'Commencement Date'.

The Contractor shall be required to plan various components of the work in such a sequence that the complete work is commissioned in the required time-frame from the date of Contract Award. If required by the Employer, priority works may be identified which will require early and/or phased completion. These, if any, will be detailed in the Tender Documents.

6.6. Other Data

6.6.1. Geotechnical

Geotechnical investigation works related to this Project will be made available to Tenderers as part of the Tender Documents.





6.6.2. Tide Levels

The Tide Levels in the Table below are provided for reference purposes.

Level	Description	Definition	m, MSL	m, CD
HAT	Highest Astronomical Tide	The elevation of the highest predicted astronomical tide expected to occur.	+1.12	2.25
MHWS	Mean High Water Spring	The average of the higher high water height of each tidal day occurring at the time of spring tide	+0.86	1.99
MHHW	Mean Higher High Water	The average of the higher high water height of each tidal day	+0.70	1.83
MHW	Mean High Water	The average of all the high-water heights observed	+0.57	1.70
MHWN	Mean High Water Neaps	The average throughout a year of the heights of two successive high waters during those periods of 24 hours (approximately once a fortnight) when the range of the tide is least	+0.51	1.64
MSL	Mean Sea Level	The arithmetic mean of sea levels	+0.00	1.13
MLW	Mean Low Water	The average of all the low water heights observed	-0.54	0.59
MLWN	Mean Low Water Neaps	The average throughout a year of the heights of two successive low waters during those periods of 24 hours (approximately once a fortnight) when the range of the tide is least	-0.59	0.54
MLLW	Mean Lower Low Water	The average of the lower low water height of each tidal day	-0.85	0.28
MLWS	Mean Low Water Spring	The average of the lowest low water height of each tidal day occurring at the time of spring tide	-1.06	0.07
LAT	Lowest Astronomical Tide	The elevation of the lowest astronomical predicted tide expected to occur.	-1.42	-0.29

Tidal levels are based on an analysis with the 'Tide Stations' toolbox by Deltares using time series data 1990-2017 of IHO and XTide station at Karwar.

6.6.3. Waves inside the Harbour

Inside the harbour, the water is generally calm with a maximum significant wave height of approximately 0.4m. The maximum significant wave height at Armament Wharf is approximately 0.5m. The predominant wave directions are SSW, SW and WSW.

6.6.4. Wind

The mean monthly average wind speed at Karwar, based on the available information from the Indian Meteorological Department data (1980 to 2010), is summarized below.





Month	Mean Average Wind Speed (km/h) (Karwar 1980 – 2010)
January	6.4
February	6.8
March	8.5
April	9.9
May	12.0
June	11.9
July	15.6
August	12.9
September	8.2
October	5.8
November	5.3
December	5.5

6.6.5. Current

Based on available field data (taken from 22 November 2011 to 22 December 2011, and from 31 March 2012 to 30 April 2012) at the Project site off Arge Cape (outside of the harbour), the averaged current speed ranges from 0.1m/s to 0.54m/s.

The currents flow parallel to the southern Breakwater, reversing direction during flood and ebb phases of the tide; the flood currents are in a north-westward direction during the flood tide and south-eastward direction during the ebb tide. The magnitude of the currents indicate that the flood currents are stronger (0.54 m/s) than the ebb currents (0.15 m/s).

6.6.6. Temperature, Humidity and Rainfall

As an average, the annual variation of maximum temperature at Karwar is approximately 30°C to 35°C. The month of August being the lowest in range due to the extreme rains and overcast skies.

The annual range of minimum temperature is approximately 16°C to 23°C, with January being the lowest and May being the highest.

The highest recorded average monthly temperature was 36.4°C in January of 2011. The lowest recorded was 15.8°C, also in January of 2011.

The Relative Humidity (RH) is always high in Karwar, being a coastal region. In general it is highest in the morning and lowest in the afternoon. The monsoon months see continuous high relative humidity due to the substantial rainfall, and reaches up to 100%. The minimum average monthly relative humidity observed, during the months of December through February, and can occasionally be as low as 23%.

As an average, Karwar receives about 3,163.5mm rainfall annually. The wettest year on record showed an annual rainfall of 5,319mm. June through August is the highest rainfall period, accounting for more than 2,500mm of the annual total.





SECTION 7

7. FORMS

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





FORM-01: APPLICATION

APPLICATION FOR PRE-QUALIFICATION

(Refer Clause 2.10.1)

Dated:

To,

The Director General, Project Seabird
Integrated HQs of MoD (Navy)
2nd Floor, West block 5
R K Puram, New Delhi – 110066

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

Dear Sir,

1. With reference to your RFQ document dated, we, having examined the RFQ document and understood its contents, hereby submit our Application for Qualification 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 pre-qualification 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 qualifying 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 RFQ document, including any addendum, corrigendum issued by the Employer;
 - (b) We declare, pursuant to Clause 2.2.1 (a) of the RFQ Document that we/any Member of the JV are not a member of any other JV applying for this pre-qualification.





- (c) We do not have any conflict of interest pursuant to Clause 2.2.1 (c) of the RFQ Document;
 - (d) We have not directly or indirectly or through an agent engaged or indulged in any 'corrupt, fraudulent, coercive or undesirable' practice, as defined in Section 4 of the RFQ 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 State;
 - (e) We hereby certify that we have taken steps to ensure that in conforming with the provisions of Section 4 of the RFQ 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 or undesirable' practice;
 - (f) We/any member of the Joint Venture have not been suspended by the Government of India or any State Government in India or by the Government of the [..... name of the country(ies)]¹⁵ as a result of the execution of a Tender-Securing Declaration.
 - (g) We/any member of the Joint Venture are not barred by the Government of India or any State Government in India or by the Government of the [..... name of the country(ies)]¹⁵ and no bar exists as on the Application Due Date.
 - (h) In regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture 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
 - (i) 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 Joint Venture or against our CEO or any of our directors/managers/employees.
 - (j) We undertake that in case of any change in facts or circumstances during the Pre-qualification or Tendering Process, we are attracted by the provisions for disqualification in terms of the provisions of this RFQ, we shall inform the Employer immediately of the said change in facts or circumstances.
7. We understand that you may cancel the pre-qualification 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 2.5 of the RFQ document.
8. Checklist in FORM-17: CHECKLIST, duly completed and signed, is enclosed

For and on behalf of *(Name of the Applicant / name of the JV, as applicable)*

.....
[Signature]

.....
[Seal of the Applicant JV]

¹⁵ Country means where the Applicant, or in case the Applicant is a Joint Venture, the member(s) of the Joint Venture, is/are incorporated.





Project Seabird Phase IIA
RFQ: DC-02: Dockyard Buildings,
Infrastructure & Equipment (DY)

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

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

.....
[Date DD/MM/YYYY]





FORM-02: PARTICULARS-1

PARTICULARS OF THE APPLICANT

(Refer Clause 2.10.2 (b))

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

1. Applicants Details:

- (a) Applicants Name:
- (b) In case of JV, name of each member:
 - (i)
 - (ii)
- (c) Applicant's country of 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. In case the Applicant is a JV it shall complete FORM-03: PARTICULARS-2 to provide information relating to each JV member.

Attached are copies of original documents of:

- (a) Articles of Incorporation/Registration in conformity with the provisions of the laws of the country where the Applicant is incorporated/registered (or equivalent documents of constitution of the Applicant)
- (b) Memorandum of Association together with Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- (c) In case of government-owned entity* documents establishing:
 - (i) Legal and financial autonomy
 - (ii) Operation under commercial law
- (d) Organisational chart and List of Board of Directors.

* "government owned entity" means an entity controlled by Central/State Government in India or any entity controlled by it.





FORM-03: PARTICULARS – 2

PARTICULARS OF THE JOINT VENTURE MEMBERS¹⁶

(Refer Clause 2.10.2 (c))

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

1. Applicant's Details

- (a) Applicant's Name:
- (b) JV member's Name:
- (c) JV member's country of registration:
- (d) JV member's year of incorporation:
- (e) JV member's Legal Address in country of registration:
- (f) Address for Correspondence:

2. Particulars of the Authorised Representative of the JV member:

Name:
Designation:
Company:
Address:
Telephone & Fax Number:
E-Mail Address:

Attached are copies of original documents of:

- (a) Articles of Incorporation/Registration in conformity with the provisions of the laws of the country where the JV's member is incorporated/registered (or equivalent documents of constitution of the JVs member)
- (b) Memorandum of Association together with Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- (c) In case of government-owned entity[‡] documents establishing:
 - (i) Legal and financial autonomy
 - (ii) Operation under commercial law
- (d) Organisational chart and List of Board of Directors.

¹⁶ In case the Applicant is a JV it shall complete a separate FORM-03: PARTICULARS-2 to provide information relating to each JV member.

[‡] 'Government-owned entity' means an entity controlled by Central/State government in India or any entity controlled by it.





FORM-04: CONSENT

LETTER OF CONSENT FROM THE SPECIALISED SUBCONTRACTOR¹⁷

(Refer Clause 2.10.2(d))

Dated:

To,
The Director General, Project Seabird
Integrated HQs of MOD (Navy)
2nd Floor, West Block – 5
R K Puram, New Delhi – 110066

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

Dear Sir,

1. With reference to your RFQ document dated, we have examined the RFQ document and understood its contents.
2. We declare and undertake that
 - (a)[insert name of Specialised Subcontractor] having its office at [insert registered address of the Specialised Subcontractor] is willing to participate as Specialized Subcontractor for [insert description of 'Additional Key Construction Activity (ies)' as given at Criteria No. 4.4 of Section 3] with [insert name of the Applicant] in their Application for this project;
 - (b) We, pursuant to Clause 2.2.1 (a) of the RFQ Document, are not submitting any Application in the capacity of single entity and/or as a member of any other JV applying for this pre-qualification.
 - (c) We do not have any conflict of interest pursuant to Clause 2.2.1(c) of the RFQ Document;
 - (d) We have not directly or indirectly or through an agent engaged or indulged in any 'corrupt, fraudulent, coercive or undesirable' practice, as defined in Section 4 of the RFQ 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 State;
 - (e) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ Document, no person acting for us

¹⁷ This form shall be omitted in case no Specialised Subcontractor is proposed by the Applicant. In case the Applicant proposes Specialised, this form shall be submitted by the Specialised Subcontractor.





or on our behalf within our control and knowledge has engaged or will engage in any 'corrupt, fraudulent, coercive or undesirable' practice; and

- (f) We have not been suspended by the Government of India or any State Government in India or by the Government of the[name of the country(ies)]¹⁸ , as a result of the execution of a Tender – Securing Declaration.
- (g) We are not barred by the Government of India or any State Government in India or by the Government of the[name of the country (ies)] and no bar subsists as on the Application Due Date.
- (h) in regard to matters relating to security and integrity of the country, we 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.
- (i) 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 or against our CEO or any of our directors / managers / employees.
- (j) we undertake that in case due to any change in facts or circumstances during the Prequalification / Tendering Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Employer of the same immediately.

For and on behalf of[insert name of Specialised Subcontractor]

.....
.....

[Signature]

[Seal of the Specialised Subcontractor]

.....
[insert name of the person duly authorized to sign the Application on behalf of the Specialised Subcontractor]

.....
[insert designation of the person signing the Application]

.....
[Date DD/MM/YYYY]

¹⁸ Country means where the Specialised Subcontractor is incorporated





FORM-05 (A): NON-PERFORMANCE

HISTORICAL CONTRACT NON-PERFORMANCE

(Eligibility and Qualification Criteria Clause 2.10.2 (e))

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment [The following table shall be filled in by the Applicant and in the case of a JV Applicant, for each Member]

Applicants Name: [insert full name]
Date: [insert day, month, year]
JV Member's Name: [insert full name]

Details of the Contract(s) non-performance from ----- to ----- as 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*)
[insert date]	[insert amount (currency), INR Equivalent (exchange rate*) and percentage of the Contract Amount]	Contract identification: [indicate complete contract name/number, date and any other identification] Name of Client/ Owner: [insert full name] Address of Client/ Owner: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
[insert date]	[insert amount (currency), INR Equivalent (exchange rate*) and percentage of the Contract Amount]	Contract identification: [indicate complete contract name/number, date and any other identification] Name of Client/ Owner: [insert full name] Address of Client/ Owner: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]





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

Certified that the above information is correct as per records and nothing has been omitted / concealed:

(Signature of the Statutory Auditor)
UDIN

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:

Notes:

- (a) Non-performance, as decided by the Employer, shall include all contracts where:
 - (i) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and
 - (ii) 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.

- (b) Data of non-performance of contracts related to construction contracts only shall be given.
- (c) This requirement also applies to contracts executed by the Applicant as JV member.
- (d) FORM-05(A) should be duly certified by the Statutory Auditors of the Applicant or of the JV member(s) in case the Applicant is a JV.

* Refer Annexure -1 for source of exchange rate.





FORM-05 (B): LITIGATION

PENDING LITIGATION

(Eligibility and Qualification Criteria Clause 2.2)

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

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

Applicants Name: [insert full name]

Date: [insert day, month, year]

JV Member's Name: [insert full name]

Details of Pending Litigation up to ----- as specified in 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*)
[insert date]	[insert amount]	Contract identification: [indicate complete contract name/number, date and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status of dispute: [indicate if it is being dealt with by an Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]





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]	Contract identification: [indicate complete contract name/number, date and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status of dispute: [indicate if it is being dealt with by an Adjudicator, under Arbitration or being dealt with	[insert amount]
[insert date]	[insert amount]	Contract identification: [indicate complete contract name/number, date and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status of dispute: [indicate if it is being dealt with by an Adjudicator, under Arbitration or being dealt with	[insert amount]

Certified that the above information is correct as per records and nothing has been omitted / concealed:

(Signature of the Statutory Auditor):
UDIN





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:

Notes:

- (a) The Applicant shall provide accurate information about all pending litigation and/or arbitration cases resulting from contracts completed or ongoing under its execution.
- (b) The Applicant shall also provide details of pending litigation referred in paragraph (a) above, which has been accounted for in the submitted latest audited Balance Sheet as follows:
 - (i) 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).**
 - (ii) 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).**
- (c) FORM-05(B) should be duly certified by the Statutory Auditors of the Applicant or of the JV member(s) in case the Applicant is a JV.

*Refer Annexure-1 for source of exchange rate.





FORM-05 (C): LITIGATION-LIST

LITIGATION HISTORY

(Eligibility and Qualification Criteria Clause 2.3)

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

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

Applicants Name: *[insert full name]*

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

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

Details of Litigation History between ----- and ----- accordance with Section 3, Eligibility and Qualification Criteria No. 2.3, is as follows.

Date, month & Year of Dispute	Amount of Award (currency), INR Equivalent (exchange rate*)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
<i>[insert date]</i>	<i>[insert 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> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[indicate if it is being dealt with by an Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>





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





Certified that the above information is correct as per records and nothing has been omitted / concealed:

(Signature of the Statutory Auditor):

UDIN

- (a) Full Name of the Statutory Auditor:
- (b) Name of the Statutory Auditor's Firm:
- (c) Complete Address of the Statutory Auditor's Firm:
- (d) Telephone/fax numbers, including country and city codes:
- (e) E-mail of the Statutory Auditor:
- (f) Seal of the Statutory Auditor:
- (g) Membership No. of the Statutory Auditor:

Notes:

- (a) The Applicant shall provide accurate information about any litigation and/or arbitration resulting from contracts completed or ongoing under its execution over the last five years.
- (b) It should 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 joint venture may result in rejection of the Application:
- (c) FORM-05(C) should be duly certified by the Statutory Auditors of the Applicant or of the JV member(s) in case the Applicant is a JV.

*Refer Annexure-1 for source of exchange rate.





FORM-06: EXP-1

GENERAL CONSTRUCTION EXPERIENCE¹⁹

(Eligibility and Qualification Criteria 4.1)

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

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

Applicants Name: *[insert full name]*
Date: *[insert day, month, year]*
JV Member's Name: *[insert full name]*

[Identify contracts that demonstrate continuous construction work starting from 1st (Month in which RFQ is issued) 2014 till Application due date 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>[Insert full name]</i> Address <i>[indicate street/number/town or city/country]</i>	<i>[Insert "Prime Contractor" or "JV Member of Contractor" or "Sub-contractor"]</i>
<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,</i>	<i>[Insert "Prime Contractor" or "JV Member of Contractor" or "Sub-contractor"]</i>

¹⁹ FORM-06 should be duly certified by the Statutory Auditors of the Applicant or of the JV member(s) in case the Applicant is a JV.

*Refer Annexure-1 for source of exchange rate.





Starting Date	Ending Date	Contract Identification	Role of Applicant
		<i>exchange rate and INR equivalent*</i> Name of Employer: <i>[Insert full name]</i> Address <i>[indicate street/number/town or city/country]</i>	
<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>[Insert full name]</i> Address <i>[indicate street/number/town or city/country]</i>	<i>[Insert "Prime Contractor" or "JV Member of Contractor" or "Sub-contractor"]</i>

Certified that the above information is correct as per records and nothing has been omitted / concealed:

(Signature of the Statutory Auditor)

UDIN

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:





FORM-07: EXP-2

SIMILAR WORKS EXPERIENCE²⁰

(Eligibility and Qualification Criteria 4.2)

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

[The following table shall be filled in by the contracts performed by the Applicant and in the case of a JV Applicant, for each Member]

Applicants Name: *[insert full name]*

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

JV 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>		
Completion date	<i>[insert day, month, year]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="radio"/>	Member in Joint Venture of Contractor <input type="radio"/>	Sub-Contractor <input type="radio"/>

²⁰ The Similar Works experience(s) of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. 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).

*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 date of issue of RFQ) 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 date of issue of RFQ). The resulting amount shall then be converted in to INR using the exchange rate applicable on date of issue of RFQ (Refer Annexure-1 for source of exchange rate).





Similar work No. [insert number] of [insert number of similar works required]	Information		
Total Contract Amount in case of Prime contractor or Sub contractor	[insert total contract amount in local currency]	INR [insert Exchange rate and total contract amount in INR equivalent]*	
Total Contract Amount after accounting for escalation as per provision given below**	[insert total contract amount in INR after escalation]		
If member in a joint venture specify participation in total contract amount	[insert a percentage amount]	[insert total contract amount in local currency]	[insert exchange rate and total contract amount in INR equivalent]*
Employer's Name	[Insert Full name]		
Address:	[Indicate street/number/town/city/country]		
Telephone /Fax number:	[Inset telephone/fax numbers, including country and city area codes]		
Email:	[Insert email address, if available]		

For and on behalf of (Name of the Applicant)

.....

(Signature)

(Seal of the Applicant)

.....

(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.





FORM-08: EXP-3

CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES²¹

(Eligibility and Qualification Criteria 4.3)

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

[The following table shall be filled in for the contracts performed by the Applicant and in the case of a JV Applicant, for each Member]

Applicants Name: [insert full name]

Date: [insert day, month, year]

JV Member's Name: [insert full name]

Activity meeting 'Construction Experience in Key Activities': [insert brief description of the Activity, emphasizing its specificity]

Total RCC Quantity / Tonnage / Cost of Activity under the contract:

Requirement	Information		
Contract Identification	[Insert contract name and number, if applicable]		
Award Date	[Insert day, month, year]		
Completion Date	[Insert day, month year]		
Role in Contract [check the appropriate box]	Prime Contractor	Member in Joint Venture	Sub-contractor
Total Contract Amount	[Insert total contract amount in control currency(ies)]	INR [Insert exchange rate ** and total control amount in INR equivalent]	
Quantity (RCC Quantity / Tonnage/ Cost, as applicable) performed under the contract. [Insert extent of participation indicating RCC Quantity / Tonnage / Cost of Activity successfully completed in the role performed]	Total RCC Quantity / Tonnage/ Cost in the contract (i)	Percentage participation Performed (ii)	Extent of RCC Quantity / Tonnage/ Cost = (i) x (ii)

²¹ The construction experience(s) of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. 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)





Requirement	Information
RCC Quantity of RCC-framed buildings	
Employer's Name:	[Insert full name]
Address:	[Indicate street/number/town or city/country]
Telephone/fax number:	[Insert telephone/fax numbers including country and city area codes]
E-mail:	[Insert e-mail address, if available]

Similarly, the Tonnage of Structural Steel buildings and the Cost of Equipment should be filled up after the RCC Quantity of RCC-framed buildings.

Summary of the above information derived from Form-08: EXP-3 submitted:

Requirement	Information
Description of the Activity meeting 'Construction Experience in Key Activities'	[insert response to inquiry indicated in left column]
1. RCC Quantity of RCC-framed buildings	
2. Tonnage of Structural Steel buildings	
3. Cost of Equipment	

For and on behalf of (Name of the Applicant)

.....

(Signature)

(Seal of the Applicant)

.....

(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.





FORM-08A: EXP-4

CONSTRUCTION EXPERIENCE IN ADDITIONAL KEY ACTIVITIES²²

(Eligibility and Qualification Criteria 4.4)

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

[The following table shall be filled in for the contracts performed by the Applicant and in the case of a JV Applicant, for each Member]

Applicants Name: *[insert full name]*

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

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

Activity meeting 'Construction Experience in Additional Key Activities': *[insert brief description of the Activity, emphasizing its specificity]*

External Power Distribution System/ Effluent Treatment Plants/Chilled Water Distribution System / Solar PV Plant under the contract:

Requirement	Information		
Contract Identification	<i>[Insert contract name and number, if applicable]</i>		
Award 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	Member in Joint Venture	Sub-contractor
Total Contract Amount	<i>[Insert total contract amount in control currency(ies)]</i>	INR <i>[Insert exchange rate ** and total control amount in INR equivalent]</i>	
Quantity (External Power Distribution System/ Effluent Treatment Plants/Chilled Water Distribution System/ Solar PV Plant, as applicable) performed under the contract. <i>[Insert extent of participation indicating External Power Distribution System/ Effluent Treatment Plants/Chilled Water Distribution System/ Solar PV Plant, as applicable]</i>	Total Quantity (External Power Distribution System/ Effluent Treatment Plants/Chilled Water Distribution System / Solar PV Plant in the contract (i))	Percentage participation Performed (ii)	Extent of (External Power Distribution System/ Effluent Treatment Plants/Chilled Water Distribution System / Solar PV Plant

²² The construction experience(s) of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. 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)





Requirement	Information
<i>successfully completed in the role performed]</i>	= (i) x (ii)
External Power Distribution System	
Employer's Name:	<i>[Insert full name]</i>
Address:	<i>[Indicate street/number/town or city/country]</i>
Telephone/fax number:	<i>[Insert telephone/fax numbers including country and city area codes]</i>
E-mail:	<i>[Insert e-mail address, if available]</i>

Similarly, Effluent Treatment Plants/Chilled Water Distribution System / Solar PV Plant should be filled up after the External Power Distribution System.

Summary of the above information derived from Form-08A: EXP-4 submitted:

Requirement	Information
Description of the Activity meeting 'Construction Experience in Additional Key Activities'	<i>[insert response to inquiry indicated in left column]</i>
1. External Power Distribution System	
2. Effluent Treatment Plants	
3. Chilled Water Distribution System	
4. Solar PV Plant	

For and on behalf of (Name of the Applicant)

.....

(Signature)

(Seal of the Applicant)

.....

(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.





FORM-09: FIN-1

FINANCIAL SITUATION OF THE APPLICANT

(Eligibility and Qualification Criteria 3.1)

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

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

Applicants Name: *[insert full name]*
Date: *[insert day, month, year]*
JV Member's Name: *[insert full name]*

1. Financial Data

Type of Financial information in: <i>[currency]</i>	Historic information for previous 5 (Five) Years for which audited accounts have been submitted (amount of currency, exchange rate*, INR equivalent)				
Statement of Financial Position (information from Balance Sheet)					
	Year 5	Year 4	Year 3	Year 2	Year 1
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 other source of finance for the subject contract					
I. Total available working					





Type of Financial information in: [currency]	Historic information for previous 5 (Five) Years for which audited accounts have been submitted (amount of currency, exchange rate*, INR equivalent)				
Statement of Financial Position (information from Balance Sheet)					
	Year 5	Year 4	Year 3	Year 2	Year 1
capital (Year 1 of G+H) for the subject contract					
J. Working Capital requirements for current commitments (Total of col. 14 of Form-11: CCC)					
K. Sources of Finance for current contract commitments (Total of column 15 or Form- 11: CCC)					
L. Working Capital available after meeting the Working Capital requirements for current contract commitments (I - J + K)					
FINANCIAL SOUNDNESS:					
M. Net Worth					
N. Profit before taxes					
O. Profit after taxes.					

2. Financial documents

- (a) The Audited Balance Sheets, Profit and Loss Account and cash flow statement of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation unless they are part of JV. The Applicants are advised to strictly adhere to this requirement and submit only the statements of the Applicant or of each member of JV only.
- (b) The Applicant or each member of JV shall attach copies of the Audited Final Accounts or, if not required by the laws of the Applicant's country, other Financial Statements as per Clause 3.1 of Eligibility and Qualification criteria, which shall:
- (i) reflect the financial situation of the Applicant or of each member of JV, 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 JV 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).
 - (v) Provisional Statement of Accounts are not acceptable.





Notes:

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 the 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 TURNOVER²³

(Eligibility and Qualification Criteria 3.2)

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

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

Applicants Name: [insert full name]
Date: [insert day, month, year]
JV Member's Name: [insert full name]

ANNUAL TURNOVER*			
Year [Financial year to be indicated by Applicant]	Amount currency	Exchange Rate**	INR Equivalent
[Indicate financial year]	[Insert amount and indicate currency]		
		Average Annual Turnover***	

Certified that the above information is correct as per records and nothing has been omitted / concealed:

(Signature of the Statutory Auditor):
UDIN

²³ The Annual Turnover of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. 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 JV 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.

*Annual 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 JV 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.





- (a) Full Name of the Statutory Auditor:
- (b) Name of the Statutory Auditor's Firm:
- (c) Complete Address of the Statutory Auditor's Firm:
- (d) Telephone/fax numbers, including country and city codes:
- (e) E-mail of the Statutory Auditor:
- (f) Seal of the Statutory Auditor):
- (g) Membership No. of the Statutory Auditor:





FORM-11: CCC

FINANCIAL CONTRACT COMMITMENTS

(Eligibility and Qualification Criteria No. 3.1)

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

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

Applicants Name: [insert full name]

Date: [insert day, month, year]

JV Member's Name: [insert full name]

Sl. No	Name of the Contract	Joint Venture 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 the last date of the last completed Financial Year Quarter (in INR crore)	Value of works outstanding as on the last date of the last completed Financial Year Quarter [Col. 9 minus Col. 10 (in INR crore)]	Converted Contract Value Share of Applicant or JV member (in INR crore)	Value of works outstanding as on the last date of the last completed Financial Year Quarter Share of Applicant or JV member (in INR crore)	Working Capital requirement for 3 months* Share of Applicant or JV 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														
Total (A)														





Sl. No	Name of the Contract	Joint Venture 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 the last date of the last completed Financial Year Quarter (in INR crore)	Value of works outstanding as on the last date of the last completed Financial Year Quarter (Col. 9 minus Col. 10 (in INR crore))	Converted Contract Value Share of Applicant or JV member (in INR crore)	Value of works outstanding as on the last date of the last completed Financial Year Quarter Share of Applicant or JV member (in INR crore)	Working Capital requirement for 3 months* Share of Applicant or JV member (in INR crore)	Fund based line of credit sanctioned for these contracts (in INR crore)
(B) List all current contracts in progress which have been started or to be started after the closing of the latest submitted Audited Balance Sheet														
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
1														
2														
3														
4														
Total (B)														
Total (A+B)														

Certified that the above information is correct as per records and nothing has been omitted / concealed:

(Signature of the Statutory Auditor):

UDIN

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:

Notes:

1. *Applicants should provide information on their current commitments on all 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 or 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 the date of issue of the RFQ. 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 JV Applicant or in case the accounts of the Applicant or of the members of JV 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 (h))

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

TO WHOM IT MAY CONCERN

This is to certify that [*Applicant's legal name and address*]:

- (i) is not under the process of Resolution Plan of Debt Restructuring*,

or

- (ii) is not under the process of 'The Insolvency and Bankruptcy Code 2016'*,

or

- (iii) was under the process of Resolution Plan of Debt Restructuring and has resolved all debt restructuring issues with the Banks/Institutions*,

or

- (iv) is under the process of 'The Insolvency and Bankruptcy Code 2016'*,

as on – of ---- 201-.

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





Project Seabird Phase IIA
RFQ: DC-02: Dockyard Buildings,
Infrastructure & Equipment (DY)

FORM-13
(NOT USED)





FORM-14: POA-1

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION AND
TENDER²⁴**

(Refer Clause 2.10.2 (n))

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

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 JV 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 pre-qualification and submission of our Tender for 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 WHERE WE,, THE ABOVE-NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
20.....

For (Signature, name, designation and address)

Accepted: (Signature)

²⁴ To be submitted in original form





(Name, Title and Address of the Attorney)

Witnesses:

1.

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.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*





FORM-15: POA-2

POWER OF ATTORNEY FOR LEAD MEMBER OF JV²⁵

(Refer Clause 2.10.2 (o))

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

Whereas the ("the Employer") has invited applications from interested parties for the works (the "Works").

Whereas, and (collectively the "JV") being Members of the JV are interested in Tendering for the Works in accordance with the terms and conditions of the Request for Qualification document (RFQ), Tendering Document and other connected documents in respect of the Works, and

Whereas, it is necessary for the Members of the JV to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV'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 irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the JV, as the Lead Member and true and lawful attorney of the JV (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 JV and any one of us during the Tendering process and, in the event the JV is awarded the contract , during the execution of the Works and in this regard, to do on our behalf and on behalf of the JV, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV 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 JV and generally to represent the JV 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 JV's Tender for the Works and/or upon award thereof until the Contract Agreement is entered into with the Employer.

²⁵ To be submitted in original form





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/JV.

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

For
(Signature)

(Name & Title)

For
(Signature)

(Name & Title)

Witnesses:

1.

2.

(Executants)

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

(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.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*





FORM-15A: POA-3

POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE OF SPECIALISED SUBCONTRACTOR²⁶

(Refer Clause 2.10.2(o))

Whereas the ("the Employer") has invited applications from interested parties for the works (the "Works").

Whereas, (the "Applicant") is interested in Tendering for the Works in accordance with the terms and conditions of the Request for Qualification document (RFQ), Tendering Document and other connected documents in respect of the Works, and

Whereas, the Employer has permitted Applicants to include specialised Subcontractor(s) in their Application, and the Applicant has approached us and we have shown our interest to participate as Specialised Subcontractors in its application, and as it is necessary for the Specialised Subcontractor to designate a person with all necessary power and authority to do for and on behalf of the Specialised Subcontractor, all acts, deeds and things as may be necessary in connection with the Applicant's Application and Tender for the Works and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

Know all men by theses present, We..... *[Name of the specialised subcontractor 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 and holding the position of, as our true and lawful attorney (herein 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 and/ or expression of our consent, willingness, declaration and undertaking etc. required pursuant to Applicant's application for Pre-Qualification and submission of their Tender for theWorks proposed by the(the "Employer") including but not limited to signing and submission of all applications, documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Applicant/ Employer, representing us in all matters before the Applicant/ Employer, and generally dealing with the Applicant/ Employer in all matters in connection with or relating to or arising out of the Applicant's Application and Tender for the said Contract and/ or upon award thereof to the Applicant 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.

²⁶ To be submitted in original form





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

For
(Signature, Name, designation and address)

Accepted

.....
(Signature)

(Name, Title & Address of the Attorney)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Specialised Subcontractor)

(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 Specialised Subcontractor 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 Specialised Subcontractor.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Specialised Subcontractor from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*





FORM-16: JV-JTA

JOINT BIDDING AGREEMENT FOR JOINT VENTURE

(Refer Clause 2.10.2 (p))

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

[To be executed on Stamp paper of appropriate value]

THIS JOINT BIDDING 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 SEABIRD, represented by its Director General and having its offices at Integrated HQs of MoD (Navy). 2nd Floor, West Block-5, R K Puram, New Delhi - 110066 (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 Request for Qualification No. dated (the "**RFQ**") for pre-qualification and short-listing of Tenderers for construction of the works (the "**Works**") through item rate contract.

(B) The Parties are interested in jointly Tendering for the Works as members of a JV and in accordance with the terms and conditions of the RFQ document and other Tender documents in respect of the Works, and

(C) It is a necessary condition under the RFQ document that the members of the JV 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 RFQ.

2. Joint Venture

The Parties do hereby irrevocably constitute a Joint Venture (the "JV") for the purposes of jointly participating in the Tendering Process for the Works.

The Parties hereby undertake to participate in the Tendering Process only through this JV and not individually and/or through any other JV 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 JV is declared the selected Tenderer and awarded the Contract, the JV 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 JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV 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 RFQ, Tendering Document and the Contract Agreement.

6. Percentage Participation in the JV

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

- First Party (Lead Member): [should have at least 51% percentage participation]
- Second Party: [should have at least 30 % percentage participation]

The Parties undertake that they shall collectively hold 100% (hundred percent) of the percentage participation of the JV 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 JV 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 present 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 JV. However, in case the JV 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 Tender Security by the Employer to the Tenderer, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

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
For and on behalf of LEAD MEMBER

SIGNED, SEALED AND DELIVERED
For and on behalf of SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

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

In the presence of.

1.

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 Bidding 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 JV Member.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicant's from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate*





FORM-17: CHECKLIST

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

(Refer Clause 2.10.2 (q))

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

Sl. No.	Description	Ref.	Put \checkmark or x as Applicable	Page No.	Remarks
1	One original set of Application; hard bound	Clause 2.10			
2	Three copies of Application; hard bound	Clause 2.10			
3	Two (2) scanned soft copies thereof, each copy on separate USB Flash Drive(s)/Pen Drive(s)	Clause 2.9			
4	All pages are machine numbered and signed by Authorised Representative on each page of the application including each FORM and other attachment in blue ink.	Clause 2.9			
5	FORM-01: APPLICATION – Application for Pre-Qualification	Clause 2.10.2 (a)			
6	FORM-02: PARTICULARS-1 – Particulars of the Applicant	Clause 2.10.2 (b)			
7	FORM-03: PARTICULARS-2 Particulars of the Joint Venture Members	Clause 2.10.2 (c)			
8	FORM-04: Consent letter of Consent from the Specialised Subcontractor	Clause 2.10.2 (d)			
9	Copy of certificate of Incorporation and/or registration documents with Memorandum of Association, Articles of Association/Partnerships deed	Clause 2.10.2 (r)			





SI. No.	Description	Ref.	Put \checkmark or x as Applicable	Page No.	Remarks
10	Copy of documents establishing legal, financial autonomy and operation under commercial law, in case of government-owned entity.	Clause 2.10.2 (c)			
11	FORM-05(A): NON PERFO, FORM-05(B): LITIGATION and FORM-05(C): LITIGATION LIST for Historical Contract Non-performance pending Litigation and Litigation History	Clause 2.10.2 (e)			
12	FORM-06: EXP-1 – General Construction Experience	Clause 2.10.2 (f)			
13	FORM-07: EXP-2 – Similar works Experience	Clause 2.10.2 (g)			
14	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)			
15	Form-08: Exp-3 – Construction Experience in Key Activities	Clause 2.10.2 (h)			
16	Certificate(s) from the client of the Applicant for Additional Work Experience are being claimed in FORM-08: EXP-3	Clause 2.10.2 (h)			
17	Form-08A: Exp-4 – Construction Experience in Additional Key Activities	Clause 2.10.2 (h)			
18	Certificate(s) from the client of the Applicant for Additional Work Experience are being claimed in FORM-08A: EXP-4	Clause 2.10.2 (h)			
19	FORM-09: FIN-1 – Financial Situation of the Applicant	Clause 2.10.2 (i)			
20	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.	Clause 2.10.2 (s)			
21	FORM-10: FIN-2 – Average Annual Construction Turnover.	Clause 2.10.2 (j)			
22	FORM-11: CCC – Current Contract Commitments: duly certified by a Statutory Auditor certified in accordance with	Clause 2.10.2 (k)			



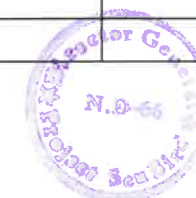


Sl. No.	Description	Ref.	Put \checkmark or x as Applicable	Page No.	Remarks
	local legislation				
23	FORM-12 DEBT – Certificate for Corporate Debt Restructuring: duly certified by a Statutory Auditor certified in accordance with local legislation	Clause 2.10.2 (l)			
24	FORM-13: NOT USED	Clause 2.10.2 (m)			
25	FORM-14: POA-1-Power of Attorney for signing the Application and Tender (In Original)	Clause 2.10.2 (n)			
26	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 Specialised Subcontractor(s).	Clause 2.10.2 (n), read with Note 2 of FORM-14: POA-1			
27	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	Clause 2.10.2 (n), read with Note 3 of FORM-14 POA-1			
28	FORM-15: POA-2 - Power of Attorney for Lead Member of the JV	Clause 2.10 (n)			
29	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	Clause 2.10.2 (n), read with Note 2 of FORM-15: POA-2			





SI. No.	Description	Ref.	Put \sqrt or x as Applicable	Page No.	Remarks
	power on behalf of the Specialised Subcontractor(s).				
30	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-15 POA-2			
31	FORM 15A: POA-3 – Power of Attorney for Authorised Representative of Specialised Subcontractor)	Clause 2.10.2 (o)			
32	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 Specialised Subcontractor(s).	Clause 2.10.2 (o), read with Note 2 of FORM-15A: POA-3			
33	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	Clause 2.10.2 (o), read with Note 3 of FORM-15A: POA-3			
34	Not used				





Sl. No.	Description	Ref.	Put \checkmark or x as Applicable	Page No.	Remarks
35	FORM-16: JV-JTA – Joint bidding agreement for Joint Venture (copy)	Clause 2.10.2 (p)			
36	Extract of charter documents and documents such as resolution/power of attorney in favour of the person executing Joint Bidding Agreement for the delegation of power and authority to execute this Agreement on behalf of Applicant.	Clause 2.10.2 (p), read with Note 2 of FORM-16: JV-JTA			
37	Joint Bidding Agreement (legalised by the Indian Embassy), in case of Joint Bidding Agreement executed and issued overseas, and notarised in the jurisdiction where the Joint Bidding Agreement is being issued.	Clause 2.10.2 (p), read with Note 3 of FORM-16: JV-JTA			
38	FORM-17: CHECKLIST	Clause 2.10.2 (q)			
39	FORM-18: SOL	Clause 2.10.2 (w)			
40	Duly signed RFQ (Blank)	Clause 2.10.2 (v)			
41	Duly signed correspondence, addendum, corrigendum issued by the Employer in relation to the Subject RFQ, in token of receipt and acceptance	Clause 2.10.2 (v)			
42	Long-term credit rating	Clause 2.10.2 (x)			
43	Any other document required to be submitted as per the RFQ	Clause 2.10.2 (u)			

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



FORM-18: SOL

SOLVENCY CERTIFICATE ON THE BANK'S LETTERHEAD TO BE FURNISHED BY APPLICANT ALONG WITH APPLICATION FROM INDIAN NATIONALISED / SCHEDULED BANKS OR PRIVATE BANKS PERMITTED TO DO BUSINESS WITH GOVERNMENT OF INDIA / FOREIGN BANKS AUTHORISED BY RESERVE BANK OF INDIA TO OPERATE IN INDIA.

(Refer Clause 2.10.2 (w))

No.

Date:

To,
Director General,
Project Seabird,
Integrated HQs of MoD (Navy),
2nd. Floor, West Block-5,
R. K. Puram, New Delhi - 110066

Subject: Application for Pre-Qualification for Dockyard Buildings, Infrastructure & Equipment

Dear Sir

This is to certify that to the best of our knowledge and information 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.

Place: (Signature of Bank Manager)

Date:

(Name, Personal Code No. of Signatory and Seal of Bank)

Note: In case of Partnership firm, certificate to include names of all partners as per record of bank.



Annexure-1

EXCHANGE RATES

Wherever an Applicant is required 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. Value of single contract - Exchange rate prevailing on the date of the contract.
3. For the purpose of conversion of foreign currency to Indian rupees (INR), the Applicants shall use the reference rates of foreign currency published by:
 - (i) Reserve Bank of India (www.rbi.org.in).
 - (ii) 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>.
 - (iii) 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>.
4. Any error in determining the exchange rates in the Application may be corrected by the Employer.



Annexure-2

**FORMAT FOR APPLICATION FOR SITE VISIT TO IHQ MoD (NAVY) / NAVAL BASE
KARWAR**

1. Name
2. Occupation
3. Sex
4. Firm's Name
5. Date of Birth
6. Nationality
7. Parent's Name
8. Present Address
9. Permanent Address
10. Addresses in India
11. Passport No.:

(a) Place of Issue	Date of Issue
(b) Issuing Authority	Valid up to

12. Whether previously visited IN Ships/Establishments:

Place	Date of Visits	Purpose
-------	----------------	---------

13. Proposed date(s) of Visit:
14. Purpose of Visit
15. Mobile Number
16. Date of Visits
17. Purpose

Note:

In case of foreign nationals, scanned copy of valid passport is required to be attached and for Indian nationals, scanned copy of government issued valid Photo ID proof is required to be attached.

