



Project Seabird Phase IIA
RFQ: MWC-03: Construction of Piers,
Landside Tunnels and other Associated Works

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

REQUEST FOR QUALIFICATION (RFQ)

FOR

**CONSTRUCTION OF PIERS WITH
INSTALLATION OF CRANES, LANDSIDE
TUNNELS, MECHANICAL, ELECTRICAL &
PLUMBING (MEP) SERVICES AND OTHER
ASSOCIATED WORKS (MWC-03)**

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

RFQ NO.: DGSB/MWC-03/02 OF 2017

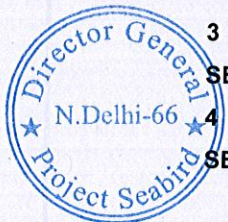
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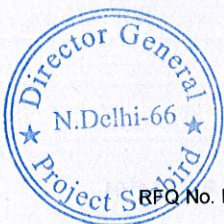
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GLOSSARY

Applicant	As defined in Clause 1.5.1
Application Due Date	As defined in Clause 1.8
Conflict of Interest	As defined in Clause 2.2.1 (c)
One (01) crore is equal to ten (10) million	
Employer	As defined in Clause 1.4.1
Estimated Cost	As defined in Clause 1.4.3
Jt. Tendering Agreement	As defined in Clause 2.2.2 (f)
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 Proposals	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 is the Applicant who has been prequalified and shortlisted for Tendering and submits the tender	
Tender Price	As defined in Clause 1.5.4
Tendering Process	As defined in Clause 1.5.1
Tender Stage	As defined in Clause 1.5.1
Tenders	As defined in Clause 1.5.3
Works	As defined in Clause 1.4.1

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





SECTION 1

1 INTRODUCTION

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 the sea coast at Karwar.

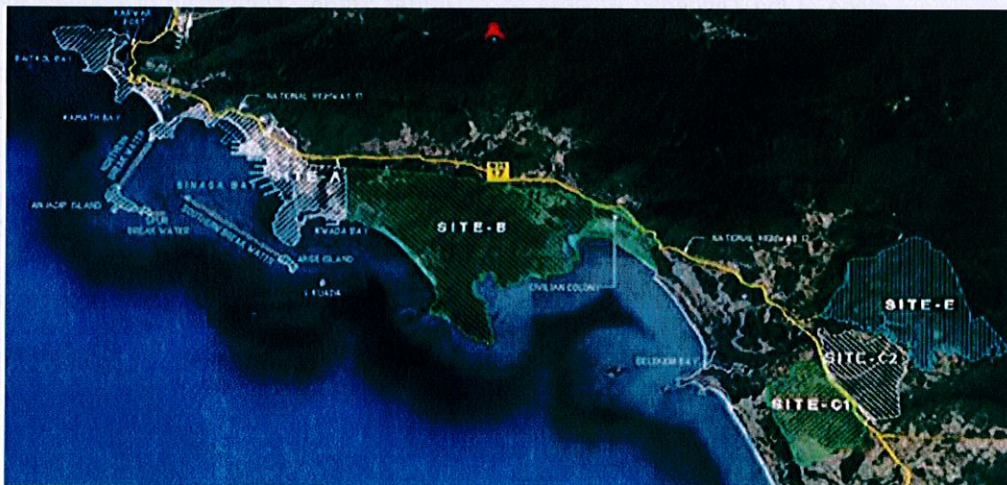
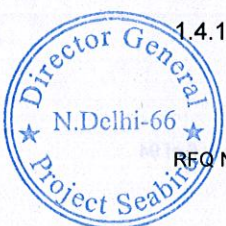


FIGURE 1 – PROJECT SITES LOCATION IN SATELLITE MAPS – GOOGLE EARTH

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 Construction of Piers, Landside Tunnels and Buildings including Cranes





and Mechanical, Electrical & Plumbing (MEP) services and other Associated works (the "Works") under Contract Package MWC-03, through an item rate contract for construction 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 crore)
Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (MWC-03)	1044

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 General description of the proposed works is given 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 two-stage tendering process (collectively referred to as the "Tendering Process") for selection of the Tenderer for award of the Contract. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties/ consortia/JV who make an Application in accordance with the provisions of this RFQ (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the JV). At the end of this stage, the Employer shall announce a list of all pre-qualified Applicants (the "Tenderers") who shall be eligible for participation in the second stage of the Tendering Process (the "Tender Stage") comprising of Request for Proposals (the "Request for Proposals" or "RFP").
- 1.5.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Employer shall be invited to submit their Tenders for the Works.
- 1.5.3 In the Tender Stage, the Tenderers shall be called upon to submit their technical tender and financial tender (the "Tenders") in accordance with the RFP and other documents to be provided by the Employer (collectively the "Tender Documents"). The Tender Documents for the Works will be provided to every Tenderer.
- 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 quoted the lowest Tender Price (the "Tender Price"). Details of the process to be followed at the Tender Stage and the terms thereof will be spelt out in the Tender Documents.





1.6 Queries to RFQ / Request 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 so as to reach the officer designated in Clause 2.10.4 by the Application Due Date specified in Clause 1.8. The envelopes/ communications shall clearly bear the following identification/ title:

“Queries/ Request for Clarification Information: RFQ for MWC-03 Contract Package”

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

The Employer shall endeavour to adhere to the following schedule:

S. No.	Event Description	Date
(a)	Last date for receiving queries	16-11-2017
(b)	Pre-Application Conference	30-11-2017 at 1000 hrs IST
(c)	Employer response to queries	14-12-2017
(d)	Application Due Date	09-01-2018 at 1500 hrs IST
(e)	Opening of Applications	09-01-2018 at 1530 hrs IST

1.9 Pre-Application Conference

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

Date and Time: As per S. No. (b) of Clause 1.8 above

Venue: AECOM Office, 3rd Floor, Tower A, Building No. 8A, DLF Cyber City, DLF Phase II, Gurugram – 122002, Haryana, India





SECTION 2

2 INSTRUCTIONS TO APPLICANTS

2.1 Scope of Application

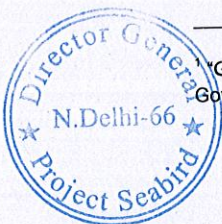
- 2.1.1 The Employer wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Tender Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the Tenders for the Works.

2.2 Eligibility of Applicants

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

- (a) The Applicant for pre-qualification may be a single entity or a group of entities in the form of a Joint venture (herein after called "JV"), coming together to 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. Similarly, no Applicant applying individually or as a member of a JV, as the case may be, can be a Specialised Subcontractor of another Applicant. However, the Applicant(s) can have common Specialised Subcontractor in their Application. The term Applicant used herein would apply to both single entity and JV.
- (b) An Applicant may be a private entity, government-owned entity or any combination of them with a Joint Tendering Agreement or under an existing agreement to form a JV.
- (c) An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Tendering Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Tendering Process, if:
- (i) Applicants in two different Applications have controlling shareholders in common (however this provision is not applicable for government owned entity¹); 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 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 government owned entity); or
- (v) such Applicant has the same Authorised Representative for purposes of this Application as any other Applicant.
- (d) An Applicant or his proposed Specialised Subcontractor (if any) 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,

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





is/are incorporated) as the result of the execution of a Bid–Securing Declaration.

- (e) Any Applicant or his proposed Specialised Subcontractor (if any) who has been barred by the Government and the bar subsist as on the Application Due Date, would not be eligible to submit an Application either individually or as member of a JV.
- (f) In regard to matters relating to security and integrity of the country, the Applicant / any Member of the JV/ proposed Specialised Subcontractor (if any) 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/ proposed Specialised Subcontractor (if any) or against CEO(s)/ directors/ managers/ employees of Applicant and/or Specialised Subcontractor (if any).
- (h) No corporate debt restructuring is in process and/or no unresolved debt restructuring issues with the Banks/Institutions as of 30th November 2017. The Statutory Auditor's Certificate in this regard shall be furnished with the Application (refer to **FORM-12: DEBT**).
- (i) The Applicant and/or his proposed Specialised Subcontractor (if any) 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 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 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 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 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 contract thereof.
- (f) Members of the JV shall enter into a Joint Tendering Agreement, substantially in the format given in **FORM-16: JV-JTA** (the "**Jt. Tendering Agreement**"), for the purpose of making the Application and submitting a Tender in the event of being short-listed.
- (g) Except as provided under this RFQ and the Tender Documents, there shall not be any amendment to the Jt. Tendering Agreement without the prior written consent of the Employer.
- (h) The Jt. Tendering Agreement shall be converted in to a more detailed Memorandum





of Understanding (MoU) between the JV members at the time of submitting the Tender. The MoU shall cover, inter alia, the following:

- (i) Financial participation of each member in the JV, which shall be within the limits stipulated in the RFQ document;
- (ii) Details of Works to be carried out by each member. The approximate cost of breakup of the Works shall be pro rate 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 general format 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, only where:

- (a) the application for such change is made no later than 30 (thirty) days after the date of Invitation for Tender (IFT);
- (b) the Lead Member continues to be the Lead Member of the JV;
- (c) no new member would be allowed in the JV once the shortlisting process is complete;
- (d) no new member shall be permitted in place of the other member, however the Lead Member can opt to Tender as a sole Tenderer (without the other member), but in such cases, the qualification of the Lead Member shall be again evaluated and he should meet the qualification criteria, set forth in the RFQ Document, for the sole Applicant otherwise he shall not be permitted to Tender as a sole Tenderer.
- (e) 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
- (f) In case during Tender stage, a JV Tenderer wishes to change 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.
- (g) In the above case, the modified/ reconstituted JV shall submit the relevant documents for qualification and the revised Joint Tendering Agreement for evaluation with his application for change in composition of JV.

2.2.4 Specialised Subcontractor

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

- (a) Not more than one (01) Specialised Subcontractor shall be considered for key construction activity described in Criteria No. 4.3 (iv) of Section 3: Eligibility and Qualification Criteria.





- (b) Such Specialised Subcontractor shall also meet the corresponding qualification requirements. The Applicant shall clearly identify such activities and submit details of his Specialised Subcontractor and their credentials in the relevant Form(s).
- (c) The Applicant may be permitted, by the Employer, to change the Specialised Subcontractor during Tender Stage.
- (d) For cases described in paragraph (c), the request for change, along with the relevant documents, should be submitted to the Employer no later than 30 (thirty) days after the date of Invitation for Tender (IFT). In such cases, the qualification of the new proposed Specialised Subcontractor shall be again evaluated and the new proposed Specialised Subcontractor should meet the qualification criteria, set forth in the RFQ Document failing which his request shall be rejected.
- (e) The key construction activity(s) described in Criteria No. 4.3 (iv) of the Section 3: Eligibility and Qualification Criteria shall be executed only by the proposed Specialised Subcontractor, if any.

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, and without assigning any reasons thereof.
- 2.4.2 Employer reserves its right to call for original of the supporting documents or visit Applicant's offices/project sites (either completed or ongoing) for verification, if so deemed necessary and also to cross check for any details as furnished by the Applicants from their previous clients/consultants etc. Applicants shall have no objection whatsoever in this regard.
- 2.4.3 Employer reserve the right to make use of available in-house data/information, if any, also for evaluation of Pre-Qualification Applications.
- 2.4.4 The Employer reserves the right to reject any Application and/ or Tender if at any time a material misrepresentation is made or uncovered.
- 2.4.5 In case it is found during the evaluation of PQ Applications/Tenders or at any time before signing of the Contract, or if the work is awarded, or after its execution and during the period of subsistence thereof, including the Defects Notification Period, 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, as the case may be, 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 Applicant/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 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 request for clarification:

Name of the Applicant:					
Query No.	Applicant's Code*	Reference to RFQ		Existing Provision in the RFQ	Query or Clarification Sought
		Clause No.	Page No.		
(1)	(2)	(3)	(4)	(5)	(6)

* To be filled by the 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, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.

2.7 Amendment 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 on a Compact Disc (CD), in envelope marked "ORIGINAL". In the event of any discrepancy between the original and the copy, the original shall prevail.

2.9.3 The Application and its copy shall be typed or written in indelible ink. It shall be signed by the Authorised Representative of the Applicant who shall also initial each page of the Application (including each FORM) in blue ink. 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 number on all the pages and shall be in spiral or hard bound form only in a manner that does not allow replacement of any page. The Applicants are further advised to prepare a table of contents in the beginning of each volume of documents referring the page numbers of the indexed items.

2.10 Sealing and Marking of Applications

2.10.1 The Applicant shall submit the Application in the format specified in **FORM-01: APPLICATION**, together with the documents specified in Clause 2.10.2, and seal it in an envelope and mark the envelope as "APPLICATION". The Applicant shall seal the original and the copies of the Application, together with their respective enclosures, in 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 Clauses 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**) and in case the Applicant proposes Specialised Subcontractor, particulars of the Specialised Subcontractor (**FORM-03: PARTICULARS-2**);
- (d) In case the Applicant proposes Specialised Subcontractor, Letter of Consent from the Specialised Subcontractor (**FORM-04: CONSENT**)

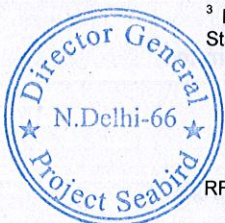




- (e) Details of Historical Contract Non-Performance, Pending Litigation and Litigation History [(FORM-05(A): NON-PERFO, FORM-05(B): LITIGATION and FORM-05(C): LITIGATION HIST)]
- (f) Details of General Construction Experience (FORM-06: EXP-1)
- (g) Similar Works Experience details (FORM-07: EXP-2) along with supporting documents such as Client's Certificate etc.;
- (h) Construction Experience in Key Activities details (FORM-08: EXP-3 & FORM-08A: EXP-3A); along with supporting documents such as Client's Certificate etc.
- (i) Financial Situation of the Applicant (FORM-09: FIN-1);
- (j) Average Annual Construction Turnover (FORM-10: FIN-2);
- (k) Details of Current Contracts Commitments (FORM-11: CCC);
- (l) Certificate for Corporate Debt Restructuring (FORM-12: DEBT);
- (m) Data and calculations for Tendering Capacity (FORM-13: CAPACITY);
- (n) Power of Attorney in favour of Authorised Representative (FORM-14: POA-1) along with extract of Board's Resolution or equivalent document in favour of the person executing the Power of Attorney;
- (o) If case the Applicant is a 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, and 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 Tendering 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 body corporate, 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 Statements² duly certified³ as acceptable to the Employer of the last five financial years;
- (t) Two (2) scanned soft copies of the Application on a Compact Disc (CD), in envelope marked "ORIGINAL";
- (u) Any other document required in accordance with the RFQ Document; and
- (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*).

² The Financial Statement submitted by the Applicant must mention Total Assets, Current Assets; Total Liabilities; Current Liabilities; Share Capital, Profit Before Taxes, Profit After Taxes

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





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

"APPLICATION FOR QUALIFICATION: MWC-03 CONTRACT PACKAGE"

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 the above stated Clause 1.7 and no later than the deadline indicated in Clause 1.8.

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

2.11.3 Applications received by the Employer after the specified time on the Application Due Date shall not be eligible for consideration 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 subsequent to the Application Due Date, unless the same has been expressly sought for by the Employer, shall not be considered for evaluation.

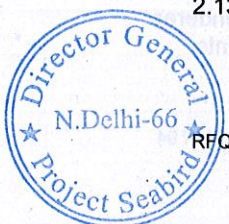
2.13 Opening of Applications

2.13.1 The Employer shall open all Applications at the place given in the above stated Clause 1.7 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 above within the prescribed time, its Application shall be evaluated based on the information and documents available at the time of evaluation of Application.

2.16 Evaluation of Applications and 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 along with Specialised Subcontractor, if any, 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.

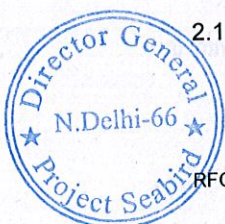
2.16.3 An Applicant may be "conditionally prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Employer.

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 after 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 or conditionally prequalified. In addition, those Applicants who have not been qualified will be informed separately.

2.16.6 Promptly after the notification of the results of the prequalification, the Employer shall invite Tenders from all the 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 qualifications of Specialised Subcontractor, only for corresponding key construction activity(ies) shall be considered in the 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 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

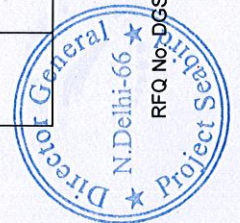
This Section contains all the methods, criteria, and requirements that the Employer shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION		
Criteria No	Subject	Requirement	Single Entity	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
				All Parties Combined	Each Member	Any One Member		
1	ELIGIBILITY							
1.1	Conflict between Single Entity Applicant, member of JV Applicant and Specialised Subcontractor	No Single entity Applicant is a member of another JV Applicant or vice versa, and no Single entity Applicant is a Specialised Subcontractor of another Applicant or vice versa in accordance with Clause 2.2.1(a) and 2.2.1(c)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Must meet requirement	FORM-01: APPLICATION
1.2	Conflict of Interest	No conflicts of interest in accordance with Clause 2.2.1(c).	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Must meet requirement	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	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Must meet requirement	FORM-01: APPLICATION



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS					DOCUMENTATION	
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Specialised Sub-Contractor for MEP works	
				All Parties Combined	Each Member	Any One Member		
1.4	Barred by Government	Clause 2.2.1(d) Not barred by Government as on the Application Due Date in accordance with Clause 2.2.1(e)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Must meet requirement	FORM-01: APPLICATION
1.5	Not Charge Sheeted, or Convicted by a court of Law	Not charge sheeted by any agency of the Government / convicted by a court of Law in relation to Security and Integrity of the country in accordance with Clause 2.2.1(f)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Must meet requirement	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, is pending in accordance with	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Must meet requirement	FORM-01: APPLICATION





ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION		
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
				All Parties Combined	Each Member	Any One Member		
1.7	Corporate Debt Restructuring	Clause 2.2.1(g). No corporate debt restructuring is in process and/or no unresolved debt restructuring issues with the Banks/ Institutions as on 30 th November 2017 in accordance with Clause 2.2.1(h)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	N/A	FORM-12: DEBT
2	HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY⁴							
2.1	History of Non-	Non-performance of a contract ⁵ did not	Must meet	Must meet	Must meet	N/A	N/A	FORM-05(A): NON-

⁴ Related to Construction Business only.

⁵ Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers 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.



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS					DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)		Specialised Sub-Contractor for MEP works	Submission Requirements
				All Parties Combined	Each Member	Any One Member	
	Performing Contracts	occur as a result of contractor's default between 1 st October 2012 to 30 th September 2017.	requirement ⁶	requirement	requirement ⁶		PERFO ⁷
2.2	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in Criteria No. 3.1 (ii) below and assuming that 50% of all pending litigation will be resolved against the Applicant	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-05(B); LITIGATION ⁷
2.3	Litigation History	No consistent history of court/arbitral award	Must meet	Must meet	Must meet	N/A	FORM-05(C);

⁶ This requirement also applies to contracts executed by the Applicant as JV member.

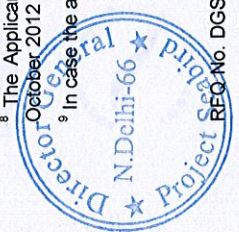
⁷ FORM-05(A), (B) and (C) should be duly certified by the Statutory Auditors of the Applicant or of the JV members, in case the Applicant is a JV.



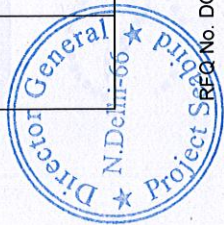
ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION		
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
				All Parties Combined	Each Member	Any One Member		
		decisions against the Applicant ⁸ between 1 st October 2012 to 30 th September 2017	requirement	requirement	requirement			LITIGATION HIST ⁷
3 FINANCIAL SITUATION AND PERFORMANCE								
3.1	Financial Capabilities	The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements* ⁹ acceptable to the Employer, for the last 5 (five) financial years shall be submitted and must demonstrate the	Must be submitted	Must be submitted	Must be submitted	N/A	N/A	Audited balance sheets/financial statements of the last five years

⁸ The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution from 1st October 2012 to 30th September 2017. A consistent history of awards against the Applicant or any member of a joint venture may result in disqualification of the Applicant.

⁹ 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.



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION	
Criteria No.	Subject	Requirement	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
			Single Entity	All Parties Combined	Each Member		
		<p>current soundness of the Applicant's financial position.</p> <p>* Note: The information submitted by the Applicant must mention Total Assets, Current Assets; Total Liabilities; Current Liabilities; Share Capital, Profit Before Taxes, Profit After Taxes</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</p>	Must meet requirement	Must meet requirement	Must meet the requirement in proportion to its financial share in the JV	N/A	FORM-09: FIN-1 & FORM-11: CCC



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION		
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
				All Parties Combined	Each Member	Any One Member		
		Rs 87 crore (INR Eighty Seven crore) for the subject contract after meeting its cash flow requirements for current contract commitments.						
		(ii) The Applicant shall have positive Net Worth at the close of the latest financial year	Must meet requirement	Must meet requirement	Must meet requirement	N/A	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	Must meet requirement	Must meet requirement	N/A	N/A	FORM-09: FIN-1





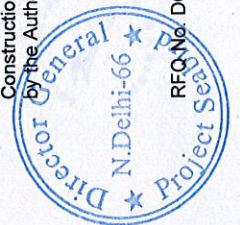
ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION		
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
				All Parties Combined	Each Member	Any One Member		
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover ¹⁰ equivalent to Rs 313 crore (INR Three Hundred Thirteen crore) calculated as total certified payments received for contracts in progress and/or completed within the last five (5) financial years, divided by five (5).	Must meet requirement	Must meet requirement	Must meet requirement in proportion to its financial share in the JV	N/A	N/A	FORM-10: FIN-2
3.3	Tendering Capacity	The Applicant should have minimum available Tendering Capacity of Rs 1044 crore (INR One Thousand Forty Four crore) in accordance	Must meet requirement	Must meet requirement	Must meet requirement in proportion to its financial share in the JV	N/A	N/A	FORM-13: CAPACITY & FORM-11: CCC

Director General
N.Delhi-66
Project
If the annual construction 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, certified in accordance with local legislation, should be submitted.



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION		
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
				All Parties Combined	Each Member	Any One Member		
4	EXPERIENCE							
4.1	General Construction Experience	Experience in construction contracts in the role of prime contractor and/or joint venture member/consortium member and/or sub-contractor for at least 48 months in the period starting 1 st October 2012 till Application Due Date.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	N/A	FORM-06: EXP-1 ¹¹

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



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION		
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)		Specialised Sub-Contractor for MEP works	Submission Requirements	
				All Parties Combined	Each Member	Any One Member		
4.2	Similar Work(s) Experience ¹²	A minimum number ¹³ of similar works specified below that have been satisfactorily and substantially ¹⁴ completed as a prime contractor or joint venture member ¹⁵ , or sub-contractor ¹⁵ between 1 st October 2007 and Application Due Date: “Similar Work(s)” means marine infrastructure projects	Must meet the requirement of at least 1 (one) contract of minimum value of Rs 730 crore (INR Seven Hundred Thirty crore)	N/A	Must meet the requirement of at least 1 (one) contract of minimum value of Rs 365 crore (INR Three Hundred Sixty Five crore)	Must meet the requirement of at least 1 (one) contract of minimum value of Rs 730 crore (INR Seven Hundred Thirty crore)	N/A	FORM-07: EXP-2
			OR	OR	OR	OR	OR	
			Must meet	N/A	Must meet the	N/A	N/A	FORM-07: EXP-2

¹² 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.

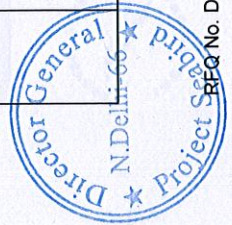
¹³ Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

¹⁴ Substantial completion shall be based on 90% or more works completed under the contract.

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



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION	
Criteria No.	Subject	Requirement	JV (existing or intended)			Specialised Sub-Contractor for MEP works	
			All Parties Combined	Each Member	Any One Member		
		(Jetties/ Piers/ Quay Walls/ Berths/ Piled Trestle/ Dry Dock/Bridge Projects on sea/creek/estuary). The project components may include bored cast in situ piles/ tubular steel piles/ reinforced cement concrete structures. The project components may also include Cranes and Mechanical, Electrical & Plumbing (MEP) works but their cost for evaluation purposes shall be limited to 30% of the value of the cost of Jetties/ Piers/ Quay Walls/ Berths/ Piled Trestle/Dry Dock/Bridges	Single Entity the requirement of at least 2 (two) contracts each of minimum value of Rs 470 crore (INR Four Hundred Seventy crore)	requirement of at least 1 (one) contract of minimum value of Rs 470 crore (INR Four Hundred Seventy crore)			
			OR	OR	OR	OR	
			Must meet the requirement of at least 3 (three) contracts each of minimum value of Rs 365 crore	Must meet the requirement of at least one (01) contract of minimum value of Rs 365 crore (INR Three Hundred Sixty Five crore)	Must meet the requirement of at least two (02) contracts each of minimum value of Rs 365 crore	N/A	FORM-07: EXP-2



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION	
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)		Specialised Sub-Contractor for MEP works	Submission Requirements
			All Parties Combined	Each Member	Any One Member		
		<p>Projects on sea/creek/estuary in the submitted works by the Applicant.</p> <p>Note: The cost of project components like dredging, reclamation, breakwater, revetment etc. shall not be considered for evaluation purposes.</p>	(INR Three Hundred Sixty Five crore)		(INR Three Hundred Sixty Five crore)		

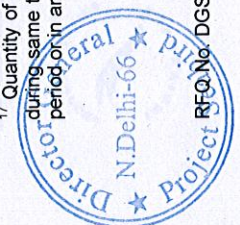




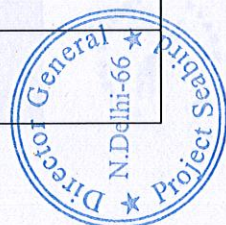
ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION	
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)		Specialised Sub-Contractor for MEP works	
				All Parties Combined	Each Member	Any One Member	
4.3	Construction Experience ¹⁶ in Key Activities	For the above and / or any other contracts completed and/or under implementation as prime contractor, joint venture member, or sub-contractor ¹⁵ between 1 st October 2007 and Application Due Date, a minimum construction experience in the following key activities ¹⁷ .	Must meet requirement	Must meet requirement	Must meet requirement of at least quantity of 60 piles in any	N/A	Submission Requirements
		(i) Successfully completed bored cast in situ or steel tubular piles of diameter not					FORM-08: EXP-3

¹⁶ The construction experience(s) of Group Companies, Parent Companies or Sister Companies, concessionaires and developers shall not be considered for evaluation. 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.

¹⁷ Quantity of any key activity can be demonstrated in one or more contracts. However, rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities). For the rate of production, either the average during the entire period or in any one or more years during the period should be specified.



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION		
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
				All Parties Combined	Each Member	Any One Member		
		less than 750 mm of minimum quantity of 200 numbers in any one year (continuous 12 months) in one or multiple marine infrastructure projects (Jetties/ Piers/ Quay Walls/ Berths/ Piled Trestle/ Dry Dock/Bridge Projects on sea/creek/estuary).			one year (continuous 12 months) in in one or multiple projects			
		(ii) Successfully completed marine cast in situ reinforced cement concrete superstructure works of minimum quantity of 11,000 cum in any one year (continuous 12 months) in one or multiple projects	Must meet requirement	Must meet Requirement	Must meet requirement of at least quantity of 4000 cum in any one year (continuous 12 months) in in one or multiple projects	N/A	N/A	FORM-08: EXP-3
		(iii) Successfully completed marine precast reinforced cement concrete	Must meet requirement	Must meet requirement	Must meet requirement of at least quantity of 800 cum in any	N/A	N/A	FORM-08: EXP-3





ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION	
Criteria No	Subject	Requirement	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
			All Parties Combined	Each Member	Any One Member		
		superstructure works of minimum quantity of 2,500 cum in any one year (continuous 12 months) in one or multiple projects		one year (continuous 12 months) in in one or multiple projects			
		(iv) Satisfactorily and substantially ¹⁸ completed ¹⁹ a minimum number ²⁰ of similar integrated MEP works specified below as a prime contractor or joint venture member ²¹ , or sub-contractor from	N/A	N/A	Must meet requirement	Must meet the requirement of at least 1 (one) contract of minimum value of Rs 92 crore (INR Ninety Two crore)	FORM-08A: EXP-3A

¹⁸ Substantial completion shall be based on 90% or more completed under the contract.

¹⁹ Only such works shall be considered which are completed as evidenced by the client certificate.

²⁰ Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

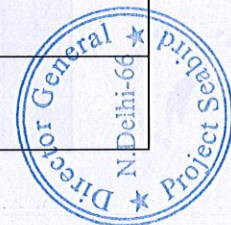
²¹ For contracts under which the Applicant participated as a member of a joint venture/consortium; or as a sub-contractor, only the Applicant's share, by value, shall be considered to meet this requirement.





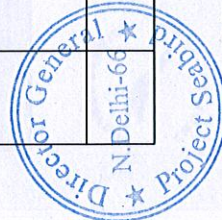
Project Seabird Phase IIA
RFQ: MWC-03: Construction of Piers,
Landside Tunnels and other Associated Works

ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION	
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)		Specialised Sub-Contractor for MEP works	Submission Requirements
			All Parties Combined	Each Member	Any One Member		
		<p>1st October 2010 until Application Due Date.</p> <p>“Similar Work(s)” means project containing design, supply, installation, testing and commissioning of the following integrated MEP services:</p> <p>(i) Electrical Services (HT/ LT) including Power Supply & Distribution, Lighting, Earthing etc.;</p> <p>(ii) Chilled Water & Mechanical Ventilation Systems etc. (HVAC system);</p> <p>(iii) Fire Protection and Detection</p>	Specialised Subcontractor		a Specialised Subcontract or		





ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION		
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Specialised Sub-Contractor for MEP works	Submission Requirements
				All Parties Combined	Each Member	Any One Member		
		System; (iv) Water Supply, Sewage Disposal and Drainage						
			OR	OR	OR	OR	OR	
			Must meet requirement This requirement can also be met through a Specialised Subcontractor	N/A	N/A	Must meet requirement This requirement can also be met through a Specialised Subcontractor	Must meet the requirement of at least 2 (two) contracts each of minimum value of Rs 59 crore (INR Fifty Nine crore)	FORM-08A: EXP-3A
			OR	OR	OR	OR	OR	



ELIGIBILITY AND QUALIFICATION CRITERIA		COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	JV (existing or intended)			Specialised Sub-Contractor for MEP works
			All Parties Combined	Each Member	Any One Member	
			N/A	N/A	Must meet requirement This requirement can also be met through a Specialised Subcontractor	FORM-08A: EXP-3A
			N/A	N/A	Must meet requirement This requirement can also be met through a Specialised Subcontractor	FORM-08A: EXP-3A
			N/A	N/A	Must meet the requirement of at least 3 (three) contracts each of minimum value of Rs 46 crore (INR Forty Six crore)	FORM-08A: EXP-3A





SECTION 4

4 FRAUD AND CORRUPTION PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Tendering Process. Notwithstanding anything to the contrary contained herein, the Employer may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in 'corrupt, fraudulent, coercive or undesirable' practice in the Tendering Process.
- 4.2 Without prejudice to the rights of the Employer under Clause 4.1 hereinabove, if an Applicant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any 'corrupt, fraudulent, coercive or undesirable practice during the 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 respectively assigned to them:
- (a) "**Corrupt practice**" means the offering, receiving, or soliciting, directly or indirectly, of anything of any value to influence the actions of a public official in the selection process or in contract execution;
 - (b) "**Fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) "**Collusive practice**" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels; and
 - (d) "**Coercive practice**" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.





SECTION 5

5 MISCELLANEOUS

- 5.1 The Applicants shall ensure that all persons related to the 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 Tendering Process shall be governed by, and construed in accordance with, the laws of India and 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 Work as included in this document is indicative and general in nature. A more detailed Scope of Works will be included in the Tender Documents to be issued to Tenderers. The scope of work will include the following general aspects:

- (a) Construction of Piers and Wharf
- (b) Construction of revetment below Armament Wharf and near Pier 5
- (c) Construction of Landside Tunnel
- (d) Construction of Utility Buildings
- (e) Procurement and installation of Services along the Piers, Wharf and Landside Tunnel
- (f) Procurement and installation of Cranes for Piers and Wharf
- (g) Alterations, diversions of utility services as required

In addition, the Contractor shall undertake operation/maintenance of the electromechanical items installed by him and the rectification of defects appearing in the Permanent Works detailed below in the manner and to the standards within the time stipulated by the Contract.

In full recognition of these objectives and with full acceptance of the obligations, the Contractor shall execute the Works taking into account all liabilities and risks that may be involved.

The Employer may decide to take beneficial custody and accept portions of the work completed from the Contractor in a phased manner per the approved Master Schedule and/or the Handing-Over Plan.

The pier, landside tunnel and other associated works Contractor (MWC-03) shall ensure proactive, timely, collaborative and effective coordination with various other works Contractors who shall be concurrently carrying out works forming part of this Project Seabird Phase IIA.

6.2 Permanent Works

The permanent works shall include but not be limited to the construction, manufacture, supply, installation, testing and commissioning of:

- (a) Construction of double deck Piers 5, 5A and 6 at water depth of 12 m below CD including fixing of fenders, bollards, stairs, crane rails etc. as required.
- (b) Construction of single deck (with service gallery) Armament Wharf at water depth of 10 m below CD including fixing of fenders, bollards etc. as required.
- (c) Construction of Submarine Piers 8 and 9 having single deck (with service gallery) and covered with structural steel shed at water depth of 8 m below CD including fixing of fenders, bollards etc. as required.
- (d) Construction of Landside Tunnels for supplying services to the Piers
- (e) Supply installation, testing and commissioning of equipment, cope points, cables, pipelines etc. for supplying services to the ships and piers.
- (f) Procurement, installation, testing and commissioning of rail mounted mobile harbour cranes, truck mounted mobile cranes Construction of rock revetment under Armament Wharf at water depth of 10 m below CD.
- (g) Construction of rock revetment near Piers 5 and 5A at water depth of 12 m below CD.
- (h) Construction of roads along Landside Tunnels





- (i) Design, construction and removal of any temporary works required for construction
- (j) Alterations, diversions of utility services
- (k) Rectification of defects of the Works during DNP
- (l) Operation and maintenance of some electromechanical equipment after construction completion.

6.3 Non-Permanent Works

Existing roads and work harbour may be used by the Contractor during the construction for transporting his materials, as designated and approved by the Employer. The Contractor may modify the existing facility provided by the Employer based on his requirement subject to review and approval of Employer.

6.4 Salient Engineering Features of the Project

The indicative engineering features of the works under this prequalification are as given below:

TABLE 6-1: SALIENT ENGINEERING FEATURES

S. No.	Description	Details
1	Civil and Structural Works	
	(a) Pier 5	462 m long and 25 m wide double deck pier on bored cast in situ pile foundation at water depth of 12 m below CD.
	(b) Pier 5A	103 m long and 25 m wide partially double / single deck pier on bored cast in situ pile foundation at maximum water depth of 12 m below CD.
	(c) Pier 6	364 m long and 25 m wide double deck pier on bored cast in situ pile foundation at water depth of 12 m below CD.
	(d) Submarine Pier 8	103 m long and about 32 m wide single deck (with service duct) pier on bored cast in situ pile foundation at water depth of 8 m below CD.
	(e) Submarine Pier 9	103 m long and 24 m wide single deck (with service duct) pier on bored cast in situ pile foundation at water depth of 8 m below CD.
	(f) Armament Wharf	200 m long and 22.5 m wide and single deck (with service duct) pier on bored cast in situ pile foundation at water depth of 10 m below CD.
	(g) Landside Tunnels	7 m wide x 3.4 m high : 1175 m long 3.5 m wide x 3.4 m high : 32 m long 3.5 m x 3.4 m : 49 m long





S. No.	Description	Details
		3.5 m x 2.7 m : 300 m long
	(h) Utility Buildings	Utility Complex, Seawater Pump House, Chiller Plant Building, Switching Station.
	(i) Rock revetment	Approximately length of 400 m placed at maximum water depth of about 12 m below CD
	(j) Road	Approximately 1500 m length
2	Utility Services	
	(a) Electrical Services	Power supply, procurement and installation of transformers /associated equipment (inside the service duct) for supply of various supplies such as 415V 50Hz 3ph, 380V 50Hz 3ph, 24V 50Hz 1ph, etc. at cope points for ships to pier cope points, cranes, other utilities and area lighting including substation and switching station
	(b) Potable Water System	Potable water supply to cope points. Water shall be provided through various connection points by others.
	(c) Firewater System	Firewater supply to the piers fire hydrants. Firewater shall be provided through various connection points by others.
	(d) Seawater System	Seawater supply to cope points including provision for seawater pump house.
	(e) Chilled Water System	Chilled water supply to cope points including provision for Chiller Plant.
	(f) Sewage Collection and Disposal System	Ship sewage collection and disposal system through pressurised pipes up to nearest manhole.
	(g) Oily Bilge Collection and Disposal System	Ship oily bilge collection and disposal system through pressurised pipe including provision for Effluent Treatment Plant (ETP).
	(h) Low Pressure Air System	Low pressure air supply to cope points including provision for compressors and other accessories.
	(i) Tunnel and Pier Ventilation System	Ventilation system inside double deck pier, service gallery of single deck pier and





S. No.	Description	Details
		landside tunnel.
3	Cranes	
	(a) Rail mounted mobile harbour crane	40 T load @ 40 m radius : 1 no 50 T load @ 40 m radius : 1 nos. 20 T load @ 30 m radius : 1 no
	(b) Truck mounted mobile crane	20 T load @ 30 m radius : 1 no.
	(c) EOT	25 T capacity : 3 nos. 10 T capacity : 3 nos.

The pier, landside tunnel and other associated works construction contractor will be expected to complete all works within the time frame stipulated and considering the impacts of challenging weather due to monsoon season in the Karwar area during months of June through August. Contractor will also be required to execute the works in such a manner that priority work elements are completed according to incremental milestones established by the PMC and included in the approved Master schedule.

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

6.5 Utilities

The existing utilities have generally been identified as part of the field data collected by the Employer. However, there is always a possibility of some unidentified utilities being detected by the Contractor during the course of Data Collection or during the construction. All known utilities will be detailed in the Tender Document. If any utilities are required to be diverted or altered in order to carry out the subject works, then this shall be the responsibility of the Contractor. However, the Contractor shall be responsible to relocate all identified and any possible unidentified utilities. Removal of unidentified utilities, if necessary, will be treated as a variation.

6.6 Interfacing with Other Works Contractors

The pier, landside tunnel and other associated works construction Contractor appointed through this RFQ exercise followed by the Tendering process shall be required to interface, coordinate activities and schedule and cooperate with other works contractors of Project Seabird Phase IIA (including the Marine Works contractors) engaged for dredging, reclamation, and construction of revetment, other piers and onshore infrastructure. This interface and coordination will be accomplished in such a way that minimizes conflict, interference, maximizes cooperation and mutual support between all contractors so as to maintain project schedules

6.7 Construction Period

The allowed construction period for the works to be performed and completed, ready for use by the Employer, under this contract package shall be around 36 months from the date of contract award.

The Contractor shall be required to plan various components of work in such a sequence that the complete work is commissioned in the required time from the date of award of contract. 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.

6.8 Other Data

6.8.1 Geotechnical Data

Geotechnical investigation works related to this Project is completed. Data will be made available to the Tenderers prior to issue of Tender Documents. Investigations works shows that the subsurface strata near to the future pier locations is predominantly comprised of granular soils consisting of silty sand to clayey silts with varying amounts of fine sand and silt. The granular soils are generally silty sand and classified as SM or SP according to the Unified Soil Classification System. Traces of stiff clay are observed in certain borehole locations and certain depths above the weathered rock, with a plasticity index of less than 15. Approximately 2 meters of weathered rock is observed almost in every borehole location. After correlating the observed rock data, the average UCS of rock is found to be 25MPa and RQD varies from 25% to 50%.

6.8.2 Tide Levels

The tide levels defined in Table below will be used.

TABLE 6-2: TIDAL DATUM AT PROPOSED SITE LOCATION

Tidal Datum	Elevation (m, CD)
Highest High Water Spring (HHWS)	2.13
Mean High Water Springs (MHWS)	1.90
Mean High Water Neaps (MHWN)	1.64
Mean Sea Level (MSL)	1.13
Mean Low Water Neaps (MLWN)	0.92
Mean Low Water Springs (MLWS)	0.32
Lowest Low Water Spring (LLWS)	0.04
Chart Datum (CD), Approximately the level of Lowest Astronomical Tide (LAT)	0.0

6.8.3 Waves inside the Harbour

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

6.8.4 Wind

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

TABLE 6-3: MONTHLY AVERAGE WIND SPEED RANGES

Month	Wind Speed Range (km/h)
January	6.4
February	6.8
March	8.5





Month	Wind Speed Range (km/h)
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

6.8.5 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).

6.8.6 Temperature, Humidity and Rainfall

At an average the annual variation of maximum temperature at Karwar is from 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 about 16°C to 23°C, January being the lowest and May being the highest.

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

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

At an average, Karwar receives about 3163.5mm rainfall annually and wettest year records have shown annual rainfall up to 5319mm. June through August being the highest rainfall period accounting for more than 2500mm rainfall.





SECTION 7

7.1 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 Construction of Piers with Installation of Cranes,
Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated
works (Contract Package- MWC-03)**

Dear Sir,

1. With reference to your RFQ document No. DGSB/MWC-03/02 of 2017, 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/ any proposed Specialised Subcontractor are not a Member of any other JV applying for this pre-qualification.
 - (c) we any of the proposed Specialised Subcontractor 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 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/ any Member of the Joint Venture including any proposed Specialised Subcontractor 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)]²², as a result of the execution of a Tender-Securing Declaration.
- (g) we/ any Member of the Joint Venture including any proposed Specialised Subcontractor 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)]²² and no bar subsists 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 including any proposed Specialised Subcontractor 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 JV including any proposed Specialised Subcontractor 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.
7. We do not plan to subcontract any key construction activities./ We plan to subcontract the following key construction activities*:

Key construction activity no(s). as given at Criteria No. 4.3 of Section 3	Description of key construction activity/ Requirement	Proposed Specialised Subcontractor's Name

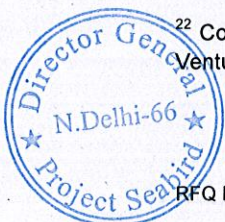
[* strike out whichever is not applicable]

8. 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 2.4.1 of the RFQ document.
9. Checklist in FORM-17: CHECKLIST, duly filled 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]

.....



²² Country means where the Applicant, or in case the Applicant is a Joint Venture, the member(s) of the Joint Venture, is/are incorporated



FORM-02: PARTICULARS-1
PARTICULARS OF THE APPLICANT

(Refer Clause 2.10.2 (b))

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

1. (a) Applicant's Name:
(b) In case of JV, name of each member:
(i)
(ii)
(c) In case Specialised Subcontractor is proposed, name of such Specialised Subcontractor:
(d) Applicant's country of registration:
(e) Applicants year of incorporation:
(f) Applicant's Legal Address in country of registration:
(g) 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 or has proposed Specialised Subcontractor it shall complete FORM-03: PARTICULARS-2 to provide information relating to each JV member and Specialised Subcontractor.

Attached are copies of original documents of:

- (i) 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)
- (ii) (a) Memorandum of Association and (b) Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- (iii) In case of government-owned entity²³ documents establishing:
 - a. Legal and financial autonomy
 - b. Operation under commercial law
- (iv) Organisational chart and List of Board of Directors.

²³ "Government owned entity" means an entity controlled by Central/State Government in India or any entity controlled by these Government(s).





FORM-03: PARTICULARS-2

PARTICULARS OF THE JOINT VENTURE MEMBERS/ SPECIALISED SUBCONTRACTOR²⁴

(Refer Clause 2.10.2(c))

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

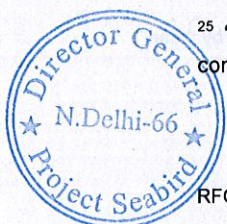
1. (a) Applicant's Name:
 - (b) JV's member's Name/ Specialised Subcontractor's Name:
 - (c) JV's member's country of registration/ Specialised Subcontractor's country of registration:
 - (d) JV's member's / Specialised Subcontractor's year of incorporation:
 - (e) JV's member's/ Specialised Subcontractor's Legal Address in country of registration:
 - (f) Address for Correspondence:
 - (g) In case of Specialised Subcontractor, proposed for Key Construction Activity of:
2. Particulars of the Authorised Representative of the JV's member/ Specialised Subcontractor:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone & Fax Number:
 - (f) E-Mail Address:

Attached are copies of original documents of:

- (i) Articles of Incorporation/Registration in conformity with the provisions of the laws of the country where the JV's member/ Specialised Subcontractor is incorporated/registered (or equivalent documents of constitution of the JV's member/ Specialised Subcontractor)
- (ii) (a) Memorandum of Association and (b) Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- (iii) In case of government-owned entity²⁵ documents establishing:
 - a. Legal and financial autonomy
 - b. Operation under commercial law
- (iv) Organisational chart and List of Board of Directors.

²⁴ In case the Applicant is a JV it shall complete a separate FORM-03: PARTICULARS-2 to provide information relating to each JV member. Similarly in case the Applicant proposes Specialised Subcontractor, it shall complete a separate FORM-03: PARTICULARS-2 to provide information relating to the Specialised Subcontractor.

²⁵ "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 SUBCONTRACTOR²⁶

(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 Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

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 Specialised Subcontractor for [insert description of key construction activity(ies) as given at Criteria No. 4.3 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 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

²⁶ This form shall be omitted in case no Specialised Subcontractor is proposed by the Applicant. In case the Applicant proposes Specialised Subcontractor, this form shall be submitted by the Specialised Subcontractor.





India or by the Government of the [name of the country(ies)]²⁷, 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)]²² 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 the Specialised Subcontractor]

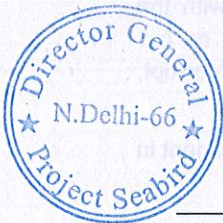
.....
[Signature]

.....
[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/MMM/YYYY]



²⁷ Country means where the Specialised Subcontractor is incorporated



FORM-05(A): NON-PERFO
HISTORICAL CONTRACT NON-PERFORMANCE
(Eligibility and Qualification Criteria No. 2.1)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

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

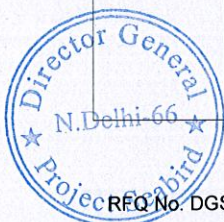
Applicant's Name: *[insert full name]*.....

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

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

Details of the Contract(s) not performed from 1st October 2012 to 30th September 2017 specified in Section 3, Eligibility and Qualification Criteria No. 2.1 is as follows.

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





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

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

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

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

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

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

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

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

Membership No. of the Statutory Auditor:

Notes:

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

Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.
- (ii) Data of non-performance of contracts related to construction contracts only shall be given.
- (iii) This requirement also applies to contracts executed by the Applicant as JV member.
- (iv) 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
- (v) * Refer Annexure-1 for source of exchange rate.





**FORM-05(B): LITIGATION
PENDING LITIGATION**

(Eligibility and Qualification Criteria No. 2.2)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

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

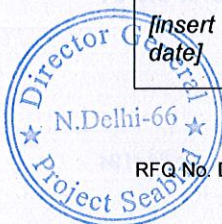
Applicant's Name: [insert full name].....

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

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

Details of Pending Litigation up to 30th September 2017, in accordance with Section 3, Eligibility and Qualification Criteria No. 2.2 are as follows:

Date, month & Year of dispute	Amount in dispute (currency), INR Equivalent (exchange rate*)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
[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 treated by the 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 treated by the 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]	[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*)
		<p>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 treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</p>	

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:

Notes:

- (i) The Applicant shall provide accurate information about all pending litigation and / or arbitration cases resulting from contracts completed or ongoing under its execution.
- (ii) The Applicant shall also provide details of pending litigation referred in paragraph (i) above, which has been accounted for in the submitted latest audited Balance Sheet as follows:
 - (a) The claims and suits lodged against the company for which the company has not accounted for the liability in its books as the matter is pending with arbitration/ courts and the same has not been finally settled up to the date of Balance Sheet and the company is sure that the decision will not go against the company. **(Please indicate the page no. of the Audited Balance Sheet where these amounts have been reflected).**
 - (b) The claims and suits lodged by the company against customers/ supplies for recovery of dues and the matter is pending with arbitration/ courts and the company has accounted for the claims as receivable in its books of account considering the decision will be in favour of the company. **(Please indicate the page no. of the Audited Balance Sheet where these amounts have been reflected).**
- (iii) FORM-05(B) should be duly certified by the Statutory Auditors of the Applicant or of the JV member(s) in case the Applicant is a JV.
- (iv) *Refer Annexure-1 for source of exchange rate.





FORM-05(C): LITIGATION-HIST

LITIGATION HISTORY

(Eligibility and Qualification Criteria No. 2.3)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

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

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

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

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

Details of Litigation History between 1st October 2012 to 30th September 2017 in accordance with Section 3, Eligibility and Qualification Criteria No. 2.3 are as follows:

Date, month & Year of award	Amount of Award(currency) , INR Equivalent (exchange rate*)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
[insert date]	[insert amount]	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 treated by the 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 treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]





Date, month & Year of award	Amount of Award(currency) , INR Equivalent (exchange rate*)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
[insert date]	[insert amount]	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 treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]

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

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

Membership No. of the Statutory Auditor:

Notes:

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





FORM-06: EXP-1

GENERAL CONSTRUCTION EXPERIENCE²⁸

(Eligibility and Qualification Criteria No. 4.1)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

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

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

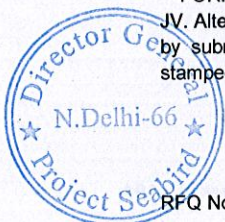
Date: [insert day, month, year].....

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

[Identify contracts that demonstrate continuous construction work starting 1st October 2012 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
[indicate date]	[indicate date]	Contract name: [insert full name] Brief Description of the Works performed by the Applicant: [describe works performed briefly] Amount of contract: [insert amount in currency, mention currency used, exchange rate and INR equivalent*] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/country]	[insert "Prime Contractor" or "JV Member of Contractor" or "Sub-contractor"]
		Contract name: [insert full name] Brief Description of the Works performed by the Applicant: [describe works performed briefly] Amount of contract: [insert amount in currency, mention currency used, exchange rate and INR equivalent*] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/country]	[insert "Prime Contractor" or "JV Member of Contractor" or "Sub-contractor"]
		Contract name: [insert full name] Brief Description of the Works performed by the Applicant: [describe works performed briefly] Amount of contract: [insert amount in currency, mention	[insert "Prime Contractor" or "JV Member of Contractor" or "Sub-contractor"]

²⁸ FORM-06 should be duly certified by the Statutory Auditors of the Applicant or of the JV members, in case the Applicant is a JV. 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.





Starting Date	Ending Date	Contract Identification	Role of Applicant
		<i>currency used, exchange rate and INR equivalent*</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	

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

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

(Applicable in case of form being certified by Statutory Auditor)

.....(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:





FORM-07: EXP-2

SIMILAR WORKS EXPERIENCE²⁹

(Eligibility and Qualification Criteria No. 4.2)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

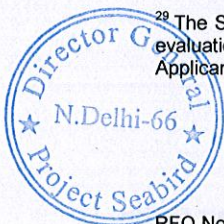
[The following table shall be filled in for contracts performed by the Applicant, each member of JV]

Applicant's Name: [insert full name]

JV Member's Name: [insert full name]

Similar work No. [insert number] of [insert number of similar works required]	Information		
Description of the similarity in accordance with similar work as defined in Section 3, Eligibility and Qualification Criteria No. 4.2			
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 <input type="checkbox"/>	Member in Joint Venture of Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	[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]		

²⁹ 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).





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

* 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 30th November 2017) 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 30th November 2017). The resulting amount shall then be converted in to INR using the exchange rate applicable on 30th November 2017 (Refer Annexure-1 for source of exchange rate)





FORM-08: EXP-3
CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES³⁰
(Eligibility and Qualification Criteria No. 4.3)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

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

[Each and every key construction activity shall be filled in separate form]

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

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

Key Activity No. One (1): *[insert brief description of the Activity, emphasizing its specificity]*

Total Quantity of Activity under the contract:

	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 <input type="checkbox"/>	Member in Joint Venture <input type="checkbox"/> Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in contract currency(ies)]</i>	INR <i>[insert exchange rate** and total contract amount in INR equivalent]</i>	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role]</i>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)

³⁰ 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).





	Information		
performed]			
Year 1*			
Year 2*			
.....			
.....			
Year 10*			
* Insert actual year like year 2010 or FY 2010-11 or any other continuous period of 12 months etc.			
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 Activity Number Two (2), Three (3) and Four (4) should be filled in after Activity Number One (1)

Summary of the above information derived from Forms submitted

	Information
Description of the key activities in accordance with Clause	[insert response to inquiry indicated in left column]
1.	
2.	
3.	
4.	

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





FORM-08A: EXP-3A
CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES³¹
(Eligibility and Qualification Criteria No. 4.3(iv))

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

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

Applicant's Name: [insert full name]

Specialised Subcontractor's Name: [insert full name, if applicable]

Similar work No. [insert number] of [insert number of similar works required]	Information		
Description of the similarity in accordance with similar work as defined in Section 3, Eligibility and Qualification Criteria No. 4.2			
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 <input type="checkbox"/>	Member in Joint Venture of Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	[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]		

³¹ 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).





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

* 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 30th November 2017) 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 30th November 2017). The resulting amount shall then be converted in to INR using the exchange rate applicable on 30th November 2017 (Refer Annexure-1 for source of exchange rate)





FORM-09: FIN-1

FINANCIAL SITUATION OF THE APPLICANT

(Eligibility and Qualification Criteria No. 3.1)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

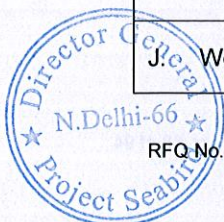
[The following table shall be filled in for the Applicant and each member of JV]

Applicant's Name: [insert full name]

JV Member's Name: [insert full name]

1. Financial data

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





Type of Financial information in (currency)	Historic information for previous 5 (Five) Years (amount in currency, exchange rate*, INR equivalent)				
	Year 5	Year 4	Year 3	Year 2	Year 1
current contract commitments [Total of col. 14 of Form-11: CCC]					
K. Sources of Finance for current contract commitments (Total of column 15 of Form-11: CCC)					
L. Working Capital available after meeting the Working Capital requirements for current contract commitments (I-J+K)					
III. 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 the above statements of the Applicant or of the each member of JV only.
- (b) The Applicant or each member of JV shall attach copies of the Audited Balance Sheets or, if not required by the laws of the Applicant's country, other Financial Statements for 5 (five) years preceding the Application Due Date, which shall:
 - (i) reflect the financial situation of the Applicant or of the each member of 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).





FORM-10: FIN-2
AVERAGE ANNUAL CONSTRUCTION TURNOVER³²
(Eligibility and Qualification Criteria No.3.2)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

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

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

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

ANNUAL CONSTRUCTION TURNOVER*			
Year (Financial year to be indicated by Applicant)	Amount Currency	Exchange rate**	INR equivalent
<i>[indicate financial year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Construction Turnover ***	

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

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

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

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

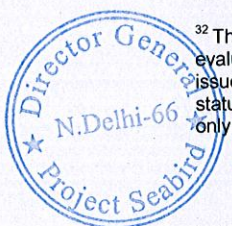
..... (Complete Address of the Statutory Auditor's Firm)

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

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

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

Membership No. of the Statutory Auditor:



³² The Annual Construction 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 Construction Turnover should be substantiated through (i) Audited Balance Sheets of the relevant financial years, provided the figures, are stated in the Balance Sheet(s) or (ii) Specific certificate(s) issued by its Statutory Auditors or in case the accounts of the Applicant or of the members of 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.





Project Seabird Phase IIA
RFQ: MWC-03: Construction of Piers,
Landside Tunnels and other Associated Works

**FORM-11: CCC
CURRENT CONTRACT COMMITMENTS**

(Eligibility and Qualification Criteria No. 3.1 & 3.3)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEPI) Services and Other Associated works (Contract Package- MWC-03)

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

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

S. No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
		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 30 th September 2017 (in INR crore)	Value of works outstanding as on 30 th September 2017 [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 30 th September 2017 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)
		(A) List all current contracts in progress which have started before the closing of the latest submitted Audited Balance Sheet													
1															
2															

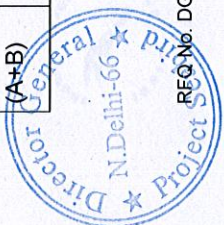




Project Seabird Phase IIA
RFQ: MWC-03: Construction of Piers,
Landside Tunnels and other Associated Works

S. 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 30 th September 2017 (in INR crore)	Value of works outstanding as on 30 th September 2017 [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 30 th September 2017 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)
Total (A)														
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
1														
2														
Total (B)														
Total (A+B)														

(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



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:

Note:

1. Applicants should provide information on their current commitments on all construction contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued even if completion of such works spills over beyond completion period of this contract.
2. For the purpose of conversion of foreign currency into Indian Rupees (INR), Applicants shall use the Foreign Currency Reference Rates published on 30th November 2017. 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 2.2.1(h))

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that [Applicant's legal name with address], is not under the process of Corporate Debt Restructuring and/or [Applicant's legal name with address] resolved all debt restructuring issues with the Banks/Institutions as on 30th November 2017.

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:

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.





**FORM-13: CAPACITY
TENDERING CAPACITY**

(Eligibility and Qualification Criteria No. 3.3)

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

Maximum annual construction turnover in the last five (5) financial years	Value of works outstanding as on 30 th September 2017 (in INR crore)	No. of years prescribed for Completion of the works for which tenders are invited	Available Tendering Capacity (in INR crore)	Remarks [minimum available Tendering Capacity shall be Rs 1044 crore
A	B	N	(A x 3 x 2 – B)	
Amount as per FORM-10:FIN-2	Total as per Column 13 of FORM-11:CCC	3		

Note:

Minimum Available Tendering Capacity of Rs. 1044 crore (INR One Thousand Forty Four crore Only) for construction work

Available Tendering Capacity= (A x 3 x 2) – B;





FORM-14: POA-1

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION AND TENDER³³

(Refer Clause 2.10.2(n))

Know all men by these presents, We..... [name of the firm and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr/ Ms [name], son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our 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 WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, name, designation and address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

- 1.
- 2.

(Notarised)



³³ To be submitted in original.



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 JV³⁴
(Refer Clause 2.10.2)

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

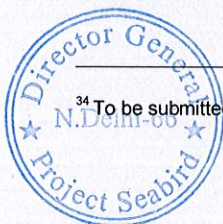
Whereas, it is necessary for the Members of the JV to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV's Tender for the Works and its execution.

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.

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



³⁴ To be submitted in original.



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
SUBCONTRACTOR³⁵**

(Refer Clause 2.10.2)

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

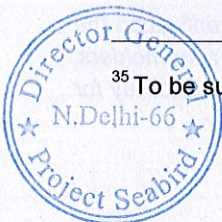
Whereas, the Employer has permitted Applicants to include Specialised Subcontractor in their Application, and the Applicant has approached us and we have shown our interest to participate as Specialised Subcontractor in its Application, and as it is necessary for the Specialised Subcontractor to designate 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 these presents, 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 (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 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 the Works 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

³⁵ To be submitted in original.





that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For

(Signature, name, designation and address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by 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 TENDERING AGREEMENT FOR JOINT VENTURE

(Refer Clause 2.2.2(f))

[To be executed on Stamp paper of appropriate value]

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

BETWEEN

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

AND

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

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

WHEREAS,

- (A) THE PROJECT 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 Tendering Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

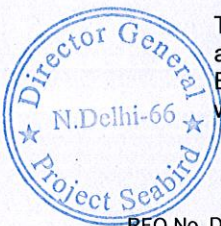
2. Joint Venture

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

2.2 The Parties hereby undertake to participate in the Tendering Process only through this 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

- 6.1 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]*

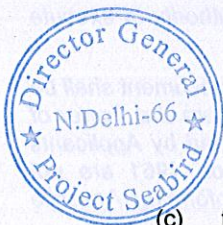
Second Party: *[should have at-least 30 % percentage participation]*

- 6.2 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 prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and





- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Defects Notification Period (DNP) of the Works is achieved under and in accordance with the Contract Agreement, in case the Contract is awarded to the 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

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER

For and on behalf of SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

- 1. The mode of the execution of the Joint Tendering Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. Each Joint Tendering Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV Member.



For a Joint Tendering 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 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.

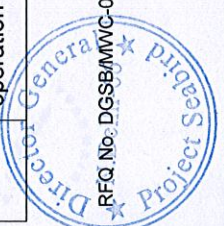


Project Seabird Phase IIA
RFQ: MWC-03: Construction of Piers,
Landside Tunnels and other Associated Works

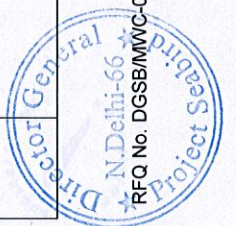
FORM-17: CHECKLIST
CHECK LIST FOR THE INFORMATION TO BE FURNISHED BY THE APPLICANT ALONG WITH APPLICATION
(Refer Clause 2.10.2(q))

Subject: Application for Pre-Qualification for Construction of Piers with Installation of Cranes, Landside Tunnels, Mechanical, Electrical & Plumbing (MEP) Services and Other Associated works (Contract Package- MWC-03)

S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
1.	One original set of Application in spiral/hard bound	Clause 2.9.2 & 2.9.4			
2.	Three copies of Application in spiral/hard bound	Clause 2.9.2 & 2.9.4			
3.	Two scanned soft copies in Compact Disc (CD).	Clause 2.9.2			
4.	All pages are machine numbered and signed by Authorised Representative on each page of the Application including each FORM and other attachments in blue ink.	Clause 2.9.3			
5.	FORM-01: APPLICATION - Application for 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 and Specialised Subcontractor, if any	Clause 2.10.2(c)			
8.	Copy of Certificate of Incorporation and/or registration documents with Memorandum of Association, Articles of Association / Partnership deed	Clause 2.10.2(r)			
9.	Copy of documents establishing legal, financial autonomy and operation under commercial law, in case of government-owned	FORM-03: PARTICULARS-2			

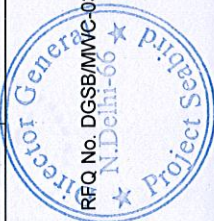


S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
	entity.				
10.	FORM-4: Letter of Consent from the Specialised Subcontractor	Clause 2.10.2(d)			
11.	FORM-05(A): NON-PERFO, FORM-05(B): LITIGATION and FORM-05(C) LITIGATION HIST for Historical Contract Non-Performance, Pending Litigation 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 client of the Applicant for which Construction Experience in Key Activities are being claimed in FORM-08: EXP-3	Clause 2.10.2(h)			
17.	FORM-08A: EXP-3A - Construction Experience in Key Activities	Clause 2.10.2(h)			
18.	Certificate(s) from client of the Applicant for which Construction Experience in Key Activities are being claimed in FORM-08A: EXP-3A	Clause 2.10.2(h)			
19.	FORM-09: FIN-1 - Financial Situation of the Applicant	Clause 2.10.2(i), Criteria No. 3.1 & read with Foot Note 9 in Section 3.			

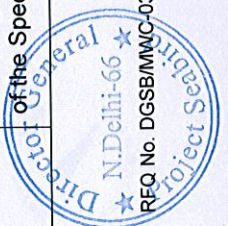




S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
20.	Audited Balance Sheets or, if not required by the laws of the Applicant's country, other Financial Statements for 5 (five) years preceding the Application Due Date.	Criteria No. 3.1 & read with Foot Note no 9 in Section 3.			
21.	FORM-10: FIN-2 - Average Annual Construction Turnover.	Clause 2.10.2(i), Criteria No. 3.2 & read with Foot Note no 10 in Section 3.			
22.	FORM-11: CCC - Current Contract Commitments; duly certified by a Statutory Auditor or certified in accordance with local legislation	Clause 2.10.2(k)			
23.	FORM-12: DEBT - Certificate for Corporate Debt Restructuring; duly certified by a Statutory Auditor or certified in accordance with local legislation	Clause 2.10.2(l), read with Note 1 of FORM-12.			
24.	FORM-13: CAPACITY - Calculation of Available Tendering Capacity.	Clause 2.10.2(m) & Criteria No. 3.3 of Section 3			
25.	FORM-14: POA-1 - Power of Attorney for signing the Application & 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 Applicant	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	Note 3 of FORM-14:			



S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
	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	POA-1			
28.	FORM-15: POA- 2 - Power of Attorney for Lead Member of the JV	Clause 2.10.2(o)			
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 power on behalf of the Applicant	Clause 2.10.2(o), read with Note 2 of FORM-15: POA-2			
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	Clause 2.10.2(o), read with Note 2 of FORM-15A: POA-3			





S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
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	Note 3 of FORM-15A: POA-3			
34.	FORM-16: JV-JTA - Joint Tendering Agreement for Joint Venture (Copy)	Clause 2.2.2(f) & Clause 2.10.2(p)			
35.	Extract of charter documents and documents such as resolution/power of attorney in favour of the person executing Joint Tendering Agreement for the delegation of power and authority to execute this Agreement on behalf JV Member	Note 2 of FORM-16: JV-JTA			
36.	Joint Tendering Agreement (legalised by the Indian Embassy), in case of Joint Tendering Agreement executed and issued overseas, and notarised in the jurisdiction where the Joint Tendering Agreement is being issued.	Note 3 of FORM-16: JV-JTA			
37.	FORM-17: CHECKLIST	Clause 2.10.2(q)			
38.	Duly signed RFQ (Blank)	Clause 2.10.2(v)			





S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
39.	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)			
40.	Any other document required to be submitted as per the RFQ				

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





Annexure-1

EXCHANGE RATES

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

1. For construction turnover or financial data required for each year - exchange rate prevailing on the last day of the respective Financial Year (in which the amounts for that year is to be converted) was originally established.
2. 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:
 - (a) Reserve Bank of India (www.rbi.org.in).
 - (b) In case the exchange rate is not published by Reserve Bank of India, then the "selling rate" of such currency shall be taken from the web site: <http://www.oanda.com>.
 - (c) In case a particular currency rate is not available on the above website also, then the "mid-market" rate of such currency shall be taken from the following internet web site: <http://www.xe.com>.
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 IN Ships/ Establishments:

Place	Date of Visits	Purpose
-------	----------------	---------
13. Proposed date(s) of visit:
14. Purpose of visit
15. Mobile No.

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.

