



Project Seabird Phase IIA
RFQ: Design and Construction of Residential
Buildings / Towers, Townships along with Related
Common Facilities, Trunk Infrastructure and Utilities
Through Design – Build Works Contract (DB-04)

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

REQUEST FOR QUALIFICATION (RFQ)

FOR

**DESIGN AND CONSTRUCTION OF
RESIDENTIAL BUILDINGS/TOWERS,
TOWNSHIPS ALONG WITH RELATED
COMMON FACILITIES, TRUNK
INFRASTRUCTURE AND UTILITIES WITHIN
SITE C1 & C2 INCLUDING OPERATION AND
MAINTENANCE OF SELECTED FACILITIES
DURING THE O&M PERIOD AND
MAINTENANCE OF ELEVATORS DURING
ELEVATORS' MAINTENANCE PERIOD
THROUGH DESIGN-BUILD WORKS CONTRACT
(DB-04)**

RFQ NO. DGSB/DB-04/03 OF 2020

As Part of Project Seabird Phase IIA at Naval Base, Karwar

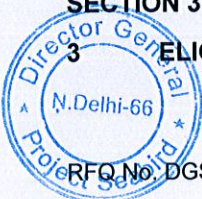
MAY 2020





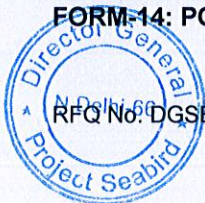
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Glossary

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

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





SECTION 1

1 INTRODUCTION

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 for the works under Design-Build Contract Packages are intended to provide residential facilities and associated township infrastructure for the large number of Naval officers, sailors and civilian staff employed at the Naval Base. This also includes augmentation of the existing Naval Hospital from 144 to 400 bed hospital.

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.

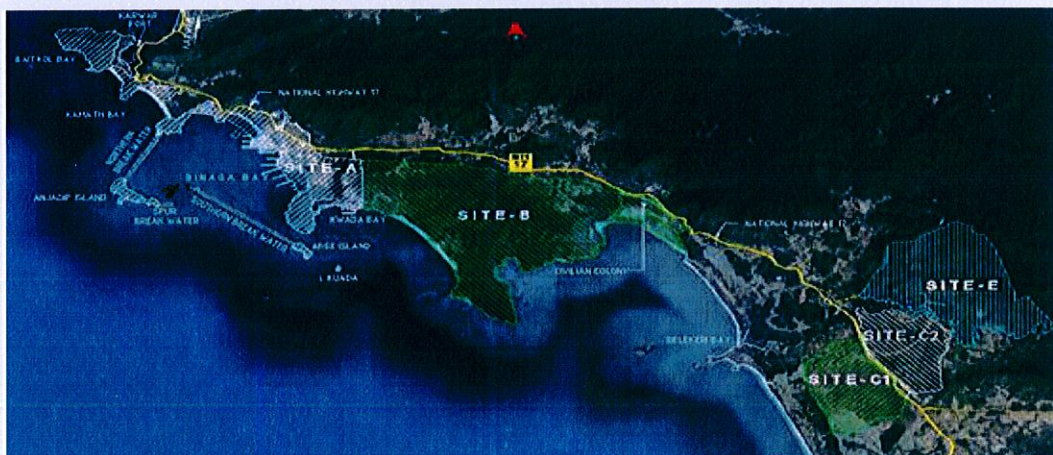


FIGURE 1-1 – PROJECT SITES LOCATION IN SATELLITE MAPS – GOOGLE EARTH



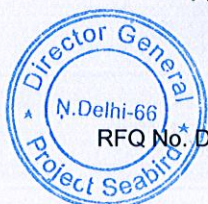


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- 1.3.2 Development of all residential townships of Project Seabird Phase IIA is divided into four Design & Build Contract Packages namely DB-01, DB-02, DB-03 and **DB-04**, spread over the Karwar Naval Base and over a distance of approximate 25 Km along the National Highway from Site A to Site C1/C2 as depicted in the FIGURE 1-1. Work under Packages DB-01 will be executed at Site A, Package DB-02 will be executed at Site A & B, whereas Package DB-03 will be executed at Site B, and Package DB-04 will be executed at Site C1 and C2. The total number of dwelling units in all DB packages is approximately 9,500. This Pre-Qualification (PQ) document will only address work to be performed under Package **DB-04**.
- 1.3.3 **DB-04** Contract Package includes works within Site C1 & C2. A schematic site plan of Site C1 & C2, with these residential areas highlighted is shown in
- 1.3.4 Figure 1-2 .



FIGURE 1-2 SCHEMATIC PLAN OF SITE C1 AND C2





- 1.3.5 The DB-04 contract package includes Design and Construction of about 39 Residential Towers (S+5), other housing types and various township facilities (banks, shopping centre, KG school, community facilities, recreational facilities, sport facilities, gymnasium, post office, informal bazaar etc.) including trunk services/utilities infrastructure.

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 design and construction of residential buildings/towers and townships, along with related common facilities, trunk infrastructure and utilities within Site C1 & C2, including operation and maintenance of selected facilities during the O&M period and maintenance of elevators during elevators’ maintenance period (the “Works”) under Contract Package DB-04, through a design-build contract and has decided to carry out the Tendering Process for selection of a Tenderer to whom the Contract may be awarded. Brief particulars of the Works are as follows:

Name of the Works	Indicative cost of Works (In INR Crore)
Design and construction of residential buildings/towers and townships along with related common facilities, trunk infrastructure and utilities within Site C1 & C2, including operation and maintenance of selected facilities during the O&M period and maintenance of elevators during elevators’ maintenance period (DB-04)	1100

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 pre-qualified Applicant (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 DB-04 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 2610 2357, 011 2617 6048

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	08 July 2020
(b)	Pre-Application Conference	15 July 2020 at 1000 hrs IST
(c)	Employer response to queries	29 July 2020
(d)	Application Due Date	17 August 2020 upto 1500 hrs IST





S. No.	Event Description	Date
(e)	Opening of Applications	17 August 2020 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. 8,
DLF Cyber City, DLF Phase II,
Gurugram – 122002, Haryana, India





SECTION 2

2 INSTRUCTIONS TO APPLICANTS

2.1 Scope of Application

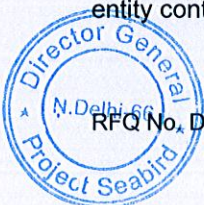
- 2.1.1 The Employer wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Tender Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the Tenders for the Works.

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. 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) the Applicants in two different Applications have controlling shareholders in common (however this provision is not applicable for government owned entity¹); or
- (ii) the Applicant submits more than one Application for 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 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,

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





member(s) of the JV, is/are incorporated) as the result of the execution of a Bid–Securing Declaration.

- (e) Any Applicant who has been barred by the Government and the bar subsist as on the Application Due Date, would not be eligible to submit an Application either individually or as member of a JV.
- (f) In regard to matters relating to security and integrity of the country, the Applicant / any Member of the JV should not have been charge-sheeted by any agency of the Government of India or any State in India or convicted by a Court of Law.
- (g) No investigation, related to security and integrity of the country, by a regulatory authority should be pending either against the Applicant / any Member of the JV or against Applicant's CEO or any of its directors/ managers/ employees.
- (h) No corporate debt restructuring or insolvency and Bankruptcy Proceedings is in process and/or no unresolved debt restructuring issues with the Banks/Institutions as of 31 March 2020. The Statutory Auditor's Certificate in this regard shall be furnished with the Application (refer to **FORM-12: DEBT**).
- (i) The Applicant shall be subjected to Employer's security clearance and screening.
- (j) An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.2.2 Joint Venture (JV) Applicants

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

- (a) The number of members in a JV shall not exceed two (02) including 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.





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- (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 submitted by the firm.

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.
- (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 Jt. Tendering Agreement for evaluation with his application for change in composition of JV.

2.2.4 BLANK

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)

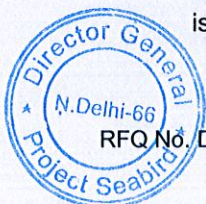
* To be filled by the Employer

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 / www.defproc.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 / www.defproc.gov.in) of the Employer.
- 2.7.3 To give prospective Applicants reasonable time in which to take an addendum into account in preparing their Applications, the Employer may, at its discretion, extend the Application Due Date for the submission of the Application.

2.8 Preparation and Submission of Application

2.8.1 Language

The Application and all related correspondence and documents in relation to the 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. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. Each page of the Application and attached documents should bear the seal of the Applicant. In case of printed and published documents, at-least the cover page or first page of the same shall be initialled and bear seal of the Applicant.
- 2.9.4 The Application shall contain machine number on all the pages and shall be in spiral or hard bound form only in a manner that does not allow replacement of any page. The Applicants are further advised to prepare a table of contents in the beginning of each volume of documents referring the page numbers of the indexed items.

2.10 Sealing and Marking of Applications

- 2.10.1 The Applicant shall submit the Application in the format specified in **FORM-01: APPLICATION**, together with the documents specified in Clause 2.10.2, and seal it in an envelope and mark the envelope as "APPLICATION". The Applicant shall seal the original and the copies of the Application, together with their respective enclosures, in 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:





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- (a) Application for Pre-qualification in the prescribed format (**FORM-01: APPLICATION**) along with supporting documents;
- (b) Particulars of the Applicant (**FORM-02: PARTICULARS-1**);
- (c) In case the Applicant is a JV, particulars of the JV members (**FORM-03: PARTICULARS-2**);
- (d) Blank;
- (e) Details of Historical Contract Non-Performance, Pending Litigation and Litigation History [(**FORM-05(A): NON-PERFO**, **FORM-05(B): LITIGATION** and **FORM-05(C): LITIGATION HIST**)]
- (f) Details of General Construction Experience (**FORM-06: EXP-1**)
- (g) Similar Works Experience details (**FORM-07: EXP-2**) along with supporting documents such as Client's Certificate etc.;
- (h) Construction Experience in Key Activities details (**FORM-08: EXP-3**); along with supporting documents such as Client's Certificate etc.
- (i) Financial Situation of the Applicant (**FORM-09: FIN-1**);
- (j) Average Annual Construction Turnover (**FORM-10: FIN-2**);
- (k) Details of Current Contracts Commitments (**FORM-11: CCC**);
- (l) Certificate for Corporate Debt Restructuring (**FORM-12: DEBT**);
- (m) Data and calculations for Tendering Capacity (**FORM-13: CAPACITY**);
- (n) Power of Attorney in favour of Authorised Representative (**FORM-14: POA-1**) along with extract of Board's Resolution or equivalent document in favour of the person executing the Power of Attorney;
- (o) If case the Applicant is a 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;
- (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;

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.





- (t) Two (2) scanned soft copies of the complete Application and MS Excel sheet of FORM-11: CCC, 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*).

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

"APPLICATION FOR QUALIFICATION: DB-04 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:

Director General Project Seabird Integrated HQs of MoD (Navy) 2 nd Floor, West Block-5 R K Puram, New Delhi - 110066	
TELEPHONE NO:	011 2610 2357 011 2617 6048
FAX:	011 2610 0608
E-MAIL ADDRESS:	dgpsb@navy.gov.in
WEBSITE:	www.indiannavy.nic.in/ / www.indiannavy.gov.in / www.defproc.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

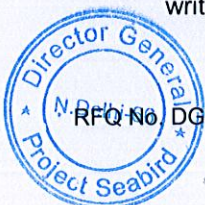
2.11.1 Applicants may either submit their Applications by mail or by hand. Applications shall be received by the Employer at the address given in the above stated Clause 1.7 and no later than the deadline indicated in Clause 1.8.

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, 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 who's 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.

2.17 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.





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ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
1	ELIGIBILITY						
1.1	Conflict between Single Entity Applicant and member of JV Applicant	No Single entity Applicant is a member of another JV Applicant or vice versa in accordance with Clause 2.2.1(a) and 2.2.1(c)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.2	Conflict of Interest	No conflicts of interest in accordance with Clause 2.2.1(c)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.3	Suspension Based on Execution of Bid Securing Declaration by the Government	Not under suspension based on execution of a Bid Securing Declaration in accordance with Clause 2.2.1(d)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.4	Barred by Government	Not barred by Government as on the Application Due Date in accordance with Clause 2.2.1(e)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION



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ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
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	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 Clause 2.2.1(g)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-01: APPLICATION
1.7	Corporate Debt Restructuring	No corporate debt restructuring or Insolvency and Bankruptcy proceeding is in process and/or no unresolved debt restructuring issues with the Banks/ Institutions as of 31 March 2020 in accordance with Clause 2.2.1(h)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-12: DEBT



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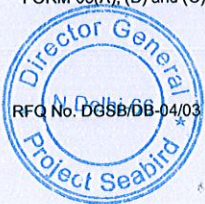
ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
2	HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY⁴						
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁵ did not occur as a result of contractor's default between 01 April 2015 to 31 March 2020.	Must meet requirement ⁶	Must meet requirement	Must meet requirement ⁶	N/A	FORM-05(A): NON-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	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-05(B): LITIGATION ⁷

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.

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.



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ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		assuming that 50% of all pending litigation will be resolved against the Applicant					
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ⁸ between 01 April 2015 to 31 March 2020.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-05(C): LITIGATION HIST ⁷
3	FINANCIAL SITUATION AND PERFORMANCE						
3.1	Financial Capabilities	The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements ⁹ acceptable to the Employer, for the last 5 (five) financial years shall be submitted and must demonstrate the current	Must be submitted	Must be submitted	Must be submitted	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 01 April 2015 to 31 March 2020. 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.





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ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		<p>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 Rs 105 Crore (INR One Hundred Five Crore) for the subject contract after meeting its cash flow requirements for current contract commitments.</p>	Must meet requirement	Must meet requirement	Must meet requirement in proportion to its financial share in the JV	N/A	FORM-09: FIN-1 & FORM-11: CCC



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ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		(ii) The Applicant shall have positive Net Worth at the close of the latest financial year	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-09: FIN-1
		(iii) Applicant has not incurred any loss in more than two financial years during the last five financial years.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	FORM-09: FIN-1
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover ¹⁰ equivalent to Rs 330 Crore (INR Three Hundred Thirty 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	FORM-10: FIN-2

¹⁰ 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.

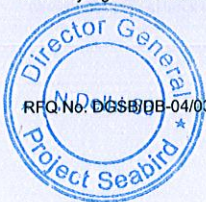




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RFQ: Design and Construction of Residential Buildings / Towers, Townships along with Related Common Facilities, Trunk Infrastructure and Utilities Through Design – Build Works Contract (DB-04)

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
3.3	Tendering Capacity	The Applicant should have minimum available Tendering Capacity of Rs 1100 Crore (INR One Thousand One Hundred Crore) in accordance with the formula stated in FORM-13: CAPACITY	Must meet requirement	Must meet requirement	Must meet requirement in proportion to its financial share in the JV	N/A	FORM-13: CAPACITY & FORM-11: CCC
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 from 01 June 2015 till Application Due Date.	Must meet requirement	Must meet requirement	Must meet requirement	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)/ 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.





ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION	
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements	
				All Parties Combined	Each Member	Any One Member		
4.2	Similar Work(s) Experience ¹²	<p>A minimum number¹³ of similar works specified below that have been successfully completed¹⁴ as a prime contractor or joint venture member¹⁵, or sub-contractor¹⁵ between 01 June 2013 and Application Due Date.</p> <p>“Similar Work(s)” means works pertaining to construction of residential buildings or business buildings or office buildings or educational buildings or institutional buildings or</p>	Must meet requirement of at least one (01) contract of minimum value of Rs. 880 Crore (INR Eight Hundred Eighty Crore)	N/A	Must meet requirement of at least one (01) contract of minimum value of Rs. 330 Crore (INR Three Hundred Thirty Crore)	Must meet requirement of at least one (01) contract of minimum value of Rs. 880 Crore (INR Eight Hundred Eighty Crore)	FORM-07: EXP-2	
			OR	OR	OR	OR		
			Must meet requirement of at least two (02) contracts	Must Meet requirement	Must meet requirement of at least one (01)	N/A		

¹² The Similar Works 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 Similar Works experience(s) from the client(s) of the Applicant 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 Only such works shall be considered which are completed as evidenced by the client certificate. The cost of land shall not be considered to determine the cost of the works.

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





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ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		assembly buildings or mercantile buildings as described in IS: 875 (Part 2) - 1987 (reaffirmed 2003) or airports (excluding runways and taxiways) or townships.	each of minimum value Rs. 550 Crore (INR Five Hundred Fifty Crore)		contract of minimum value of Rs. 550 Crore (INR Five Hundred Fifty Crore)		
			OR	OR	OR	OR	
			Must meet requirement of at least three (03) contracts each of minimum value Rs. 440 Crore (INR Four Hundred Forty Crore)	Must Meet requirement	Must meet requirement of at least one (01) contract of minimum value of Rs. 440 Crore (INR Four Hundred Forty Crore)	Must meet requirement of at least two (02) contracts each of minimum value of Rs. 440 Crore (INR Four Hundred Forty Crore)	
4.3		For the above and / or any other contracts completed and /or under implementation as prime contractor, or joint venture /consortium member,					FORM-08: EXP-3





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ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
	Construction Experience¹⁶ in Key Activities	or sub-contractor ¹⁵ between 01 June 2013 and Application Due Date, a minimum construction experience in the following key activities successfully completed ¹⁷ :					
		Key Construction Activity No. 1: Construction of multi-storied (Ground/stilt + 5 or more) ¹⁸ buildings with a minimum height of not less than 16.5 m, total floor area not less than 44,000 sqm using either of the following:	Must meet requirement	Must meet requirement	N/A	Must meet requirement	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 only.

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

¹⁸ The multi-storied building shall have minimum of six floors including Ground/Stilt.





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ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS			DOCUMENTATION	
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		Monolithic Reinforced Concrete Construction with shear walls using Aluminium System Formwork (ALF) or other equivalent/similar engineered formwork OR Pre-cast construction technology which includes columns, beams, slabs, and/or walls and slabs (all precast), or a combination of both. ¹⁹					

¹⁹ The Applicant qualified on the basis of experience in particular construction methodology for key construction activity No. 1 under Eligibility and Qualification Criteria no. 4.3 shall be allowed to tender under the same construction methodology at tender stage.





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 DESCRIPTION OF THE WORKS

6.1 General

The Scope of Work associated with this Design-Build procurement, as included in this document, is indicative and general in nature only. DB-04 will be one of four DB packages to construct residential townships at various locations at Sites A, B, C1 and C2. DB-04 will construct townships and/or residential facilities at locations within Site C. The scope of work for DB-04 is intended to create and construct a fully functional and efficient township which provides high quality of infrastructure to support the resident population and to provide a pleasant and environmentally friendly living township environment for the residents. The DB-04 design and build works will include the aspects below. More detailed Scope of Works for DB-04 will be included in the Tender Documents to be issued to the pre-qualified Tenderers.

6.2 Scope of DB-04 Contract Package

The scope of the DB-04 contract package (Site C) includes design and build (construction) of about 46 residential buildings, other housing typologies and amenity buildings spread over the DB-04 Site as shown in

Figure 1-2 in Clause 1.3.3.

In addition to the multiple residential towers planned, the project will construct township amenities to support the residential community. This will include amenity buildings including shopping centres, Primary School, KG school, community facilities, recreational facilities, sport facilities, banks, commercial outlets, gymnasium, swimming pool, informal bazaar etc. The scope of works also includes design and construction of site trunk infrastructure within the DB-04 assigned area including upgradation of existing and proposed common facilities such as utilities (potable water supply, treated sewage supply, sewage collection system, firefighting system and drainage network, Water Treatment Plants (WTPs), Sewage Treatment Plants (STPs), Electrical works comprising electrical distributions system, electric substation(s) (compact substations, diesel generators with high and low voltage distribution networks), roads, culverts, bridges, boundary walls/fences, landscaping, playgrounds, footpaths, streetscaping, parking, gardens and sustainability measures (recycling, energy conservation, renewable energy, solid waste management, green zones etc.). The scope of work will also include operations and maintenance of proposed common facilities identified in the Tender Documents.

Being the Design-Build contract, the Employer, will provide concept level drawings and outline specifications for the above-mentioned township infrastructure and facilities with the Tender Documents. The Contractor will be responsible for all aspects and scope of detailed designs/drawings and construction within the limits of the assigned township area to result in a fully functional, coordinated, pleasant and quality residential township which provides a high quality of life for users and caters effectively to the needs of the resident population.





6.3 Township Buildings

6.3.1 Township Buildings to be constructed are as follows:

TABLE 6-1: GENERAL TYPE OF BUILDINGS

Structure/ Buildings	DB-04	
	Nos. of Building	Nos. of Dwelling Units
Site C2		
(S + 5) Towers	39	1060
(S + 3) Towers	1	49
Bungalows	3	3
Other Residential facilities (Mess staff quarters)	1	6
Educational Facilities	2	-
Amenities Buildings	13	-
Indoor & Outdoor Sport Courts & facilities	16	-
Site C2 Total	75	1118
Site C1		
(G + 3) Towers	4	673
(G + 2) Towers	1	60
(G + 1) Towers	1	5
Amenities Buildings	4	-
Indoor & Outdoor Sport Courts & facilities	4	-
Site C1 Total	14	738
DB04 Total	89	1856

6.4 Stone Boulder

6.4.1 Stone boulders mined from a quarry site located nearby at Site A, shall be made available by the Employer for meeting the needs of the construction. The Contractor shall take the boulders from the quarry site through their own methods and means to their assigned construction site and crush the boulders as needed for their construction requirements for sand and aggregate. Details of the same shall be provided in the Tender Documents.

6.4.2 The Contractor must comply with conditions mentioned in Environmental Clearances issued by Ministry of Environment, Forest and Climate Change (MoEF & CC), Government of India and





Employer's Environmental Management Plan. The conditions will be included in the Tender Document and issued to all Tenderers.

6.5 Utilities

6.5.1 The Contractor will be required to review concept plans and drawings provided by the Employer and develop detail designs of all utilities to fully support all requirements of the township for safe and fully effective functioning of all aspects of the township. The contractor will be required to efficiently and effectively integrate DB-04 utilities with the trunk utilities network to be installed by other Contractors. Utilities to be included in the DB-04 scope of work will include, but may not be limited to:

- (a) Electrical distribution system/network, including substations, high and low voltage distribution cabling, diesel generator, transformers etc.
- (b) Sewerage collection and treatment system including STPs,
- (c) Potable water supply system including WTPs, Ground Storage Reservoir (GSR),
- (d) Treated sewage supply network
- (e) Firefighting system including fire pump houses
- (f) Site runoff water collection and drainage network, outfalls, culverts, rainwater harvesting
- (g) Security and communication requirements.

6.5.2 The existing on-site utilities will be identified as part of the field data collected by the Employer. These utilities may include potable water lines, treated sewage supply, WTPs, STPs, pumping stations, ground storage reservoirs, HTRs, sewer lines, sewage pumping stations, firefighting lines, storm water drains including culverts, effluent discharge lines, power cables, TV cables, oil pipe lines, gas lines etc. 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 Documents. If existing utilities are 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.

6.5.3 Existing utilities systems will be upgraded, augmented and or modified to properly support and provide service for the augmentation of existing infrastructure and construction of new infrastructure. In some cases, new utilities systems may be installed where none exist today.

6.6 Interfacing with other works contractors

6.6.1 Utility trunk networks will be installed to the site boundaries by concurrent and adjacent works contracts. The contractor will be required to design and construct all utilities systems so as to smoothly and effectively interface, connect and join with the existing utilities and utilities created by other contractor(s). This will require close and regular coordination and design and information exchange with adjacent and dependent works contractors.

6.6.2 The Contractor shall also be required to interface, coordinate and align its activities schedule and cooperate with Naval agencies and commands, local Government agencies and various other works contractors under the cognizance of Project Seabird Phase IIA who will be engaged to construct adjacent and dependent infrastructure, utilities and other services. The contractor will conduct themselves in such a manner as to promote a healthy, collaborative and mutually





supportive working environment in such a way as to minimize conflict and interference and maximize cooperation and mutual support so as to maintain project schedules, minimize/eliminate cost impacts, minimize impact to ongoing Naval operations and maximize personnel safety.

6.7 Technical Information

6.7.1 The Employer will prepare concept drawings and specifications which will be included in the Tender Documents to be provided to the Tenderer. These may include the following items in concept form only:

- i. Design Basis Report requirements
- ii. Base Exterior Architecture Plan (BEAP)
- iii. Concept site planning and site layout drawings
- iv. Building layouts
- v. Building geometries and configurations
- vi. Floor plans
- vii. Elevation drawings
- viii. Material Specifications and Schedule of Finishes
- ix. Door /Window opening sizes
- x. Landscape of Residential and Amenity areas
- xi. Mechanical, Electrical and Plumbing (MEP) layouts
- xii. Green Building concepts to be adopted
- xiii. Preferred make of equipment and fittings
- xiv. The Contractor will be required to use and adhere to the Employer provided concept documents and then complete the full design necessary for construction.

6.8 Construction Period

6.8.1 The allowed construction period for the Works to be performed, completed and ready for use by the Employer, shall be 42 months from the date of commencement of Works.

6.8.2 Within the above stipulated time of work, the Employer will require certain milestones to be met and priority works to be completed, wherein the Employer may wish to take beneficial occupancy. These milestones and priorities will be provided in the Tender Documents. The contractor will be expected to complete all Works within the stipulated time frame considering the impacts of adverse weather conditions (including severe monsoon season), labour availability, material availability, transportation challenges, equipment requirements, local security pass requirements, permits, insurance, etc. at Karwar.

6.9 Other Site Data

6.9.1 Topographic Survey Data: This survey data will be provided with the Tender Documents, which shall be indicative and for reference purposes only. The Tenderer may make his own investigations for submitting his Tender.





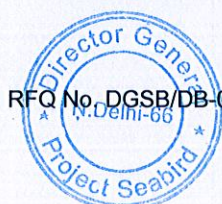
- 6.9.2 Geotechnical Data: Geotechnical investigation work related to this project is completed. The data will be made available to the Tenderers in the Tender Documents.
- 6.9.3 Wind: The mean monthly wind speed at Karwar, based on the available Indian Meteorological Department data (1980 to 2010), is summarized in Table below.

TABLE 6-2:MONTHLY AVERAGE WIND SPEED RANGE

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

6.10 Temperature, Humidity and Rainfall

- (a) Temperature: 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.
- (b) Humidity: 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%.
- (c) Rainfall: At an average, Karwar receives about 3163.5 mm rainfall annually and wettest year records have shown annual rainfall up to 5319 mm. June through August being the highest rainfall period accounting for more than 2500 mm 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 Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

Dear Sir,

1. With reference to your RFQ No. DGSB/DB-04/03 of 2020, 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/ any Member of the JV, pursuant to Clause 2.2.1 (a) of the RFQ Document, are not a Member of any other JV applying for this pre-qualification.
 - (c) we do not have any conflict of interest pursuant to Clause 2.2.1 (c) of the RFQ Document;
 - (d) we have not directly or indirectly or through an agent engaged or indulged in any 'corrupt, fraudulent, coercive or undesirable' practice, as defined in Section 4 of the RFQ Document, in respect of any tender or Request for Proposal issued by or any





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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 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)]²⁰, as a result of the execution of a Tender-Securing Declaration.
- (g) we/any Member of the Joint Venture are not barred by the Government of India or any State Government in India or by the Government of the [..... name of the country(ies)]²⁰ 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 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 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 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.

8. 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]

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

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

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

²⁰ 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 Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

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

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 entity²¹ documents establishing:
 - a. Legal and financial autonomy

²¹ "Government owned entity" means an entity controlled by Central/State Government in India or any entity controlled by these Government(s).





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- b. Operation under commercial law
- (iv) Organisational chart and List of Board of Directors.

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

.....
[Signature]

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

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

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

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





FORM-03: PARTICULARS-2

PARTICULARS OF THE JOINT VENTURE MEMBERS ²²

(Refer Clause 2.10.2 (c))

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

1. (a) Applicant's Name:
- (b) JV's member's Name:
- (c) JV's member's country of registration:
- (d) JV's member's year of incorporation:
- (e) JV's member's Legal Address in country of registration:
- (f) Address for Correspondence:
- (g) Blank
2. Particulars of the Authorised Representative of the JV's member:
 - (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 is incorporated/registered (or equivalent documents of constitution of the JV's member).
- (ii) (a) Memorandum of Association and (b) Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- (iii) In case of government-owned entity ²³documents establishing:

²² In case the Applicant is a JV it shall complete a separate FORM-03: PARTICULARS-2 to provide information relating to each JV member.

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





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- (a) Legal and financial autonomy
- (b) Operation under commercial law
- (iv) Organisational chart and List of Board of Directors.

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

.....
[Signature]

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

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

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

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





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FORM-04: CONSENT

NOT APPLICABLE





FORM-05(A): NON-PERFO

(Eligibility and Qualification Criteria No. 2.1)

HISTORICAL CONTRACT NON-PERFORMANCE

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

[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 01 April 2015 to 31 March 2020 specified in Section 3, Eligibility and Qualification Criteria No. 2.1 is as follows.

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





Date, month & Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
		Reason(s) for non-performance: [indicate main reason(s)]	

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

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

Membership No. of the Statutory Auditor:

UDIN No.:

Notes:

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

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

- (ii) Data of non-performance of contracts related to construction contracts only shall be given.
- (iii) This requirement also applies to contracts executed by the Applicant as 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

(Eligibility and Qualification Criteria No. 2.2)

PENDING LITIGATION

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

[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 31 March 2020, 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]	[insert amount]





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

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

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

Membership No. of the Statutory Auditor:

UDIN No.:

Notes:

- (i) The Applicant shall provide accurate information about all pending litigation and / or arbitration cases resulting from contracts completed or ongoing under its execution.





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- (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

(Eligibility and Qualification Criteria No. 2.3)

LITIGATION HISTORY

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

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

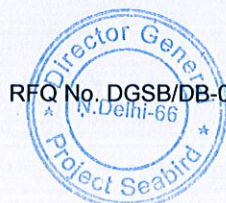
Applicant's Name: [insert full name].....

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

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

Details of Litigation History from 01 April 2015 to 31 March 2020 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]	[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*)
		<i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i> <i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	
[insert 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:

UDIN No.:

Notes:

- (i) * Refer Annexure-1 for source of exchange rate.
- (ii) The Applicant shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years.





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- (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 EXPERIENCE²⁴

(Eligibility and Qualification Criteria No. 4.1)

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

[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 01 June 2015 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 currency used, exchange rate and INR equivalent*]	[insert "Prime Contractor" or "JV Member of Contractor" or "Sub-contractor"]

²⁴ 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.





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Starting Date	Ending Date	Contract Identification	Role of Applicant
		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 of the Applicant / member of the JV)

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

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

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

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

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

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

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

Membership No. of the Statutory Auditor:

UDIN No.:





FORM-07: EXP-2

SIMILAR WORKS EXPERIENCE²⁵

(Eligibility and Qualification Criteria No. 4.2)

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

[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]		

²⁵ The Similar Works 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 Similar Works experience(s) of the Applicant only (see Section 3, Eligibility and Qualification Criteria No. 4.2).





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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>		

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

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

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

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

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

* Refer Annexure-1 for source of exchange rate.

**For completed works, escalation @ 7% per annum (applied from the date of completion of the works until 31 March 2020) shall be considered for equating the works of the previous years to the current year for Indian Rupees (INR).

In case of currencies other than INR, for equating the works of the previous years to the current year, an escalation of 2% per annum on the foreign currency amount shall first be applied (applied from the date of completion of the works until 31 March 2020). The resulting amount shall then be converted in to INR using the exchange rate applicable on 31 March 2020 (Refer Annexure-1 for source of exchange rate).





FORM-08: EXP-3

CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES²⁶

(Eligibility and Qualification Criteria No. 4.3)

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

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

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

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

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

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

Details of key construction activity executed under the contract:

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

²⁶ 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) of the Applicant only (see Section 3, Eligibility and Qualification Criteria No. 4.3).





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

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

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

1.
2.
3.

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

.....
[Signature]

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

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

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

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





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

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





FORM-09: FIN-1

FINANCIAL SITUATION OF THE APPLICANT

(Eligibility and Qualification Criteria No. 3.1)

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

[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 current contract commitments [Total of col. 14 of Form-11: CCC]					





Type of Financial information in (currency)	Historic information for previous 5 (Five) Years (amount in currency, exchange rate*, INR equivalent)				
	Year 5	Year 4	Year 3	Year 2	Year 1
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					

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

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

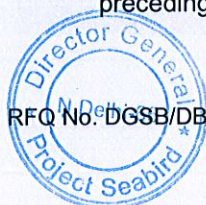
..... (Signature of the Statutory Auditor)
 (Full Name of the Statutory Auditor)
 (Name of the Statutory Auditor's Firm)
 (Complete Address of the Statutory Auditor's Firm)
 (Telephone/fax numbers, including country and city codes)
 (E-mail of the Statutory Auditor)
 (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

UDIN No.:

2. Financial documents

- (a) The Audited Balance Sheets, Profit and Loss Account and cash flow statement of Group Companies, 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:





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- (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).

Note:

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





FORM-10: FIN-2

AVERAGE ANNUAL CONSTRUCTION TURNOVER²⁷

(Eligibility and Qualification Criteria No. 3.2)

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

[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)

²⁷ 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.





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Membership No. of the Statutory Auditor:

UDIN No.:

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





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FORM-11: CCC
CURRENT CONTRACT COMMITMENTS

(Eligibility and Qualification Criteria No. 3.1 & 3.3)

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

[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.	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 31 March 2020 (in INR Crore)	Value of works outstanding as on 31 March 2020 [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 31 March 2020 Share of Applicant or JV member (in INR Crore)	Working Capital requirement for 3 months* Share of Applicant or JV member (in INR Crore)	Fund based line of credit sanctioned for these contracts (in INR Crore)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
(A) List of all current contracts in progress which have started before the closing of the latest submitted Audited Balance Sheet														
1														
2														





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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 31 March 2020 (in INR Crore)	Value of works outstanding as on 31 March 2020 [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 31 March 2020 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)
3															
...															
Total (A)															

(B) List of all current contracts in progress which have been started or to be started after the closing of the latest submitted Audited Balance Sheet till 31 March 2020

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
1														
2														
3														
4														
...														





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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 31 March 2020 (in INR Crore)	Value of works outstanding as on 31 March 2020 [Co. 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 31 March 2020 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 (B)														
Total (A+B)														

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

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

Membership No. of the Statutory Auditor:





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Note:

1. Applicants should provide information on their current commitments on all construction contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued even if completion of such works spills over beyond completion period of this contract.
2. For the purpose of conversion of foreign currency into Indian Rupees (INR), Applicants shall use the Foreign Currency Reference Rates published on 31 March 2020. 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.

RFQ No. DGSB/DB-04/03 of 2020



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FORM-12: DEBT

CERTIFICATE FOR CORPORATE DEBT RESTRUCTURING

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

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

TO WHOM IT MAY CONCERN

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

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

or

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

or

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

or

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

as on 31 March 2020:

(* Strike through not applicable.)

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

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

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

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

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





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Through Design – Build Works Contract (DB-04)

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

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

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

Membership No. of the Statutory Auditor:

UDIN No.:

Note:

1. The information in above prescribed format (FORM-12: DEBT) shall be certified by the Statutory Auditors of the Applicant or the 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.
2. In case, the Applicant or the JV member, is from India, the applicable law is "The Insolvency and Bankruptcy Code 2016" for the purpose of this form.





**FORM-13: CAPACITY
TENDERING CAPACITY**

(Eligibility and Qualification Criteria No. 3.3)

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

Maximum annual construction turnover in the last five (5) financial years	Value of works outstanding as on 31 March 2020 (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 1100 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. 1100 Crore for construction work

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

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

.....

[Signature]

[Seal of the Applicant /JV]

.....

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

.....

[Designation of the person signing the Application]

.....

[Date DD/MMM/YYYY]





FORM-14: POA-1

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION AND
TENDER²⁸**

(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 'Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)' (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)

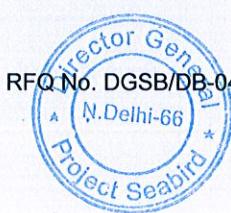
Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

²⁸ To be submitted in original.





Project Seabird Phase IIA
RFQ: Design and Construction of Residential
Buildings / Towers, Townships along with Related
Common Facilities, Trunk Infrastructure and Utilities
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Witnesses:

- 1.
- 2.

(Notarised)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*





FORM-15: POA-2

POWER OF ATTORNEY FOR LEAD MEMBER OF JV²⁹

(Refer Clause 2.10.2(o))

Whereas the (“the Employer”) has invited applications from interested parties for ‘Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators’ Maintenance Period through Design-Build Works Contract (DB-04)’ (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 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

²⁹ To be submitted in original.





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Through Design – Build Works Contract (DB-04)

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.*





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FORM-15A: POA-3

NOT APPLICABLE





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 'Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)' (the "Works") through Design-Build 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
For and on behalf of LEAD MEMBER

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

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)





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(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.
3. 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.





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FORM-17: CHECKLIST

(Refer Clause 2.10.2(q))

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

Subject: Application for Design and Construction of Residential Buildings/Towers, Townships along with related Common Facilities, Trunk Infrastructure and Utilities within Site C1 & C2, including Operation and Maintenance of Selected Facilities during the O&M Period and Maintenance of Elevators during Elevators' Maintenance Period through Design-Build Works Contract (DB-04)

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 and MS Excel sheet of FORM-11: CCC in Compact Disc (CD).	Clause 2.9.2 & 2.10.2(t)			
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.	Copy of Certificate of Incorporation and/or registration documents with Memorandum of Association, Articles of Association / Partnership deed	Clause 2.10.2(r)			
8.	Copy of documents establishing legal, financial autonomy and operation under commercial law, in case of government-owned entity.	FORM-02: PARTICULARS-1			
9.	FORM-03: PARTICULARS-2 - Particulars of the Joint Venture Members, if any	Clause 2.10.2(c)			



RFQ No. DGSB/DB-04/03 of 2020



Project Seabird Phase IIA
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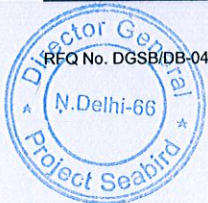
S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
10.	Copy of Certificate of Incorporation and/or registration documents with Memorandum of Association, Articles of Association / Partnership deed	FORM-03: PARTICULARS-2			
11.	Copy of documents establishing legal, financial autonomy and operation under commercial law, in case of government-owned entity.	FORM-03: PARTICULARS-2			
12.	FORM-05(A): NON-PERFO, FORM-05(B): LITIGATION and FORM-05(C) LITIGATION HIST for Historical Contract Non-Performance, Pending Litigation and Litigation History	Clause 2.10.2(e)			
13.	FORM-06: EXP-1 - General Construction Experience	Clause 2.10.2(f)			
14.	FORM-07: EXP-2 - Similar Works Experience	Clause 2.10.2(g)			
15.	Certificate(s) from client of the Applicant for which Similar Works Experience are being claimed in FORM-07: EXP-2	Clause 2.10.2(g)			
16.	FORM-08: EXP-3 - Construction Experience in Key Activities	Clause 2.10.2(h)			
17.	Certificate(s) from client of the Applicant for which Construction Experience in Key Activities are being claimed in FORM-08: EXP-3	Clause 2.10.2(h)			
18.	FORM-09: FIN-1 - Financial Situation of the Applicant	Clause 2.10.2(i), Criteria No. 3.1 & read with Foot Note 9 in Section 3.			
19.	Audited Balance Sheets or, if not required by the laws of the Applicant's country, other Financial Statements for 5 (five) years preceding the Application Due Date.	Criteria No. 3.1 & read with Foot Note 9 in Section 3.			
20.	FORM-10: FIN-2 - Average Annual Construction Turnover.	Clause 2.10.2(j), Criteria No. 3.2 & read with Foot Note 10 in Section 3.			





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S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
21.	FORM-11: CCC - Current Contract Commitments; duly certified by a Statutory Auditor or certified in accordance with local legislation	Clause 2.10.2(k)			
22.	FORM-12: DEBT - Certificate for Corporate Debt Restructuring; duly certified by a Statutory Auditor or certified in accordance with local legislation	Clause 2.10.2(l), read with Note of FORM-12.			
23.	FORM-13: CAPACITY - Calculation of Available Tendering Capacity.	Clause 2.10.2(m) & Criteria No. 3.3 of Section 3			
24.	FORM-14: POA-1 - Power of Attorney for signing the Application & Tender (In Original)	Clause 2.10.2(n)			
25.	Extract of charter documents and documents such as a board or shareholder's resolution/power of attorney in favour of the person executing Power of Attorney for the delegation of power on behalf of the Applicant	Clause 2.10.2(n), read with Note 2 of FORM-14: POA-1			
26.	Power of Attorney (legalised by the Indian Embassy), in case of Power of Attorney executed and issued overseas, and notarised in the jurisdiction where the Power of Attorney is being issued. Or Apostille certificate in terms of Hague Legislation Convention 1961	Note 3 of FORM-14: POA-1			
27.	FORM-15: POA- 2 - Power of Attorney for Lead Member of the JV	Clause 2.10.2(o)			
28.	Extract of charter documents and documents such as a board or shareholder's resolution/power of attorney in favour of the person executing Power of Attorney for the delegation of power on behalf of the Applicant	Clause 2.10.2(o), read with Note 2 of FORM-15: POA-2			
29.	Power of Attorney (legalised by the Indian Embassy), in case of Power of Attorney executed and issued overseas, and notarised in the jurisdiction where the Power of Attorney is being issued.	Note 3 of FORM-15: POA-2			



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S. No.	Description	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
	Or Apostille certificate in terms of Hague Legislation Convention 1961				
30.	FORM-16: JV-JTA - Joint Tendering Agreement for Joint Venture (Copy)	Clause 2.2.2(f) & Clause 2.10.2(p)			
31.	Extract of charter documents and documents such as resolution/power of attorney in favour of the person executing Joint Tendering Agreement for the delegation of power and authority to execute this Agreement on behalf JV Member	Note 2 of FORM-16: JV-JTA			
32.	Joint Tendering Agreement (legalised by the Indian Embassy), in case of Joint Tendering Agreement executed and issued overseas, and notarised in the jurisdiction where the Joint Tendering Agreement is being issued.	Note 3 of FORM-16: JV-JTA			
33.	FORM-17: CHECKLIST	Clause 2.10.2(q)			
34.	Duly signed RFQ (Blank)	Clause 2.10.2(v)			
35.	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)			
36.	Any other document required to be submitted as per the RFQ	Clause 2.10 (u)			

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





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. For the purpose of conversion of foreign currency to Indian rupees (INR), the Applicants shall use the reference rates of foreign currency published by:
 - (a) Reserve Bank of India (www.rbi.org.in).
 - (b) In case the exchange rate is not published by Reserve Bank of India, then the "selling rate" of such currency shall be taken from the web site: <http://www.oanda.com>.
 - (c) In case a particular currency rate is not available on the above website also, then the "mid-market" rate of such currency shall be taken from the following internet web site: <http://www.xe.com>.
3. Any error in determining the exchange rates in the Application may be corrected by the Employer.





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ANNEXURE-2

FORMAT FOR APPLICATION FOR SITE VISIT TO IHQ OF 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.

