



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

**REQUEST FOR QUALIFICATION (RFQ)**

**FOR**

**DESIGN AND CONSTRUCTION OF  
RESIDENTIAL BUILDINGS/TOWERS AND  
TOWNSHIPS ALONG WITH RELATED  
COMMON FACILITIES, TRUNK  
INFRASTRUCTURE AND UTILITIES  
THROUGH DESIGN AND BUILD WORKS  
CONTRACT  
(DB-01)**

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

**RFQ NO.: DGSB/DB-01/01 OF 2016**



## DISCLAIMER

1. The information contained in this Request for Qualification document (the “RFQ”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Employer or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.
2. This RFQ is not an agreement and is neither an offer nor invitation by the Employer to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “Application”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.
3. Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.
5. The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.
6. The Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.
7. The issue of this RFQ does not imply that the Employer is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder, as the case may be, for the Contract and the Employer reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.



## TABLE OF CONTENTS

<b>1</b>	<b>Introduction .....</b>	<b>6</b>
1.1	Background.....	6
1.2	Objective of Project Seabird Phase IIA .....	6
1.3	Project Site and Contract Package Description .....	6
1.4	Objective of Pre-Qualification .....	7
1.5	Brief Description of Bidding Process .....	8
1.6	Queries to RFQ .....	8
1.7	Schedule of Pre-Qualification (PQ) Process .....	8
1.8	Pre-Application Conference.....	9
<b>2</b>	<b>Instructions to Applicants .....</b>	<b>10</b>
2.1	Scope of Application.....	10
2.2	Eligibility of Applicants .....	10
2.3	Applications and costs thereof.....	14
2.4	Acknowledgement by Applicant .....	14
2.5	Right to accept or reject any or all Applications .....	14
2.6	Contents of the RFQ.....	16
2.7	Clarifications .....	16
2.8	Amendment of RFQ.....	16
2.9	Language.....	16
2.10	Format and signing of Application .....	17
2.11	Sealing and Marking of Applications .....	17
2.12	Late Applications .....	18
2.13	Modifications/ substitution/ withdrawal of Applications.....	18
2.14	Evaluation of Applications .....	18
2.15	Confidentiality .....	18
2.16	Pre-Qualification of Applicants .....	19
2.17	Submission of Bids .....	19
2.18	Proprietary data .....	19
<b>3</b>	<b>Criteria for Evaluation.....</b>	<b>20</b>



3.1	Evaluation parameters.....	20
3.2	Pre-Qualification of Applicants .....	20
<b>4</b>	<b>Fraud and Corrupt Practices.....</b>	<b>21</b>
<b>5</b>	<b>Miscellaneous.....</b>	<b>22</b>
<b>6</b>	<b>Scope of Works .....</b>	<b>23</b>
6.1	Description of Works .....	23
6.2	Other Site Data .....	26
	<b>Appendices .....</b>	<b>28</b>
	APPENDIX-I .....	29
	APPENDIX-II .....	48
	APPENDIX-IV .....	50
	APPENDIX-IV .....	53
	APPENDIX-V .....	54



## GLOSSARY

<b>Applicant</b> .....	As defined in Clause 1.5.1
<b>Application</b> .....	As defined in the Disclaimer para 2
<b>Application Due Date</b> .....	As defined in Clause 1.4.3
<b>Bid Stage</b> .....	As defined in Clause 1.5.1
<b>Bidders</b> .....	As defined in Clause 1.5.1
<b>Bidding Documents</b> .....	As defined in Clause 1.5.1
<b>Bidding Process</b> .....	As defined in Clause 1.5.1
<b>Bids</b> .....	As defined in Clause 1.5.1
<b>Conflict of Interest</b> .....	As defined in Clause 2.2.1 c.
<b>Contract</b> .....	As defined in Clause 1.5.2
<b>Contractor</b> .....	As defined in Clause 1.5.2
<b>DLP</b> .....	As defined in Clause 1.5.2
<b>Employer</b> .....	As defined in Clause 1.4.1
<b>Estimated Cost</b> .....	As defined in Clause 1.4.2
<b>Project</b> .....	As defined in Clause 1.2.1
<b>Qualification</b> .....	As defined in Clause 1.5.1
<b>Qualification Stage</b> .....	As defined in Clause 1.5.1
<b>RFQ</b> .....	As defined in the Disclaimer para 1
<b>Similar Work(s)</b> .....	As defined in of Clause 2.2.2 (A)(i)
<b>Shortlisted Bidders</b> .....	As defined in Clause 1.5.2
<b>Works</b> .....	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.

# 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 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. Work under Phase I of the Project has been completed.

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 Seabird 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 will involve construction of a wide range of new facilities and augmentation of certain existing facilities at 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.

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 and Contract Package 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

1.3.2 Development of all residential townships of Project Seabird Phase IIA is divided into four Design & Build Contract Packages namely DB01, DB02, DB03 and DB04, spread over the Karwar Naval region 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 DB01 and

DB02 will be executed at site A, whereas Package DB03 will be executed at site B, and Package DB04 at site C1 and C2. The total numbers of dwelling units in all DB packages are in excess of 9,500. This PQ document will only address work to be performed under Package DB-01.

- 1.3.3** DB-01 Contract Package includes works over multiple locations within site A. The site of DB01 Contract Package is spread over a distance approximately 5-6 kms. The area for the DB01 Contract Package includes sites at Baithkol Bay, Kamat Bay, Binaga Bay and West of Manzel Creek. A schematic site plan of site A, with these residential area highlighted, is shown in Figure 1-2.
- 1.3.4** The DB01 contract package includes Design and Construction of about 40 Residential towers (up to G+10 stories) and various township facilities (shopping centre, schools, community facilities, recreation facilities, sport facilities, stadium, gymnasium, post office, bazaar etc.) including trunk services/utilities infrastructure.

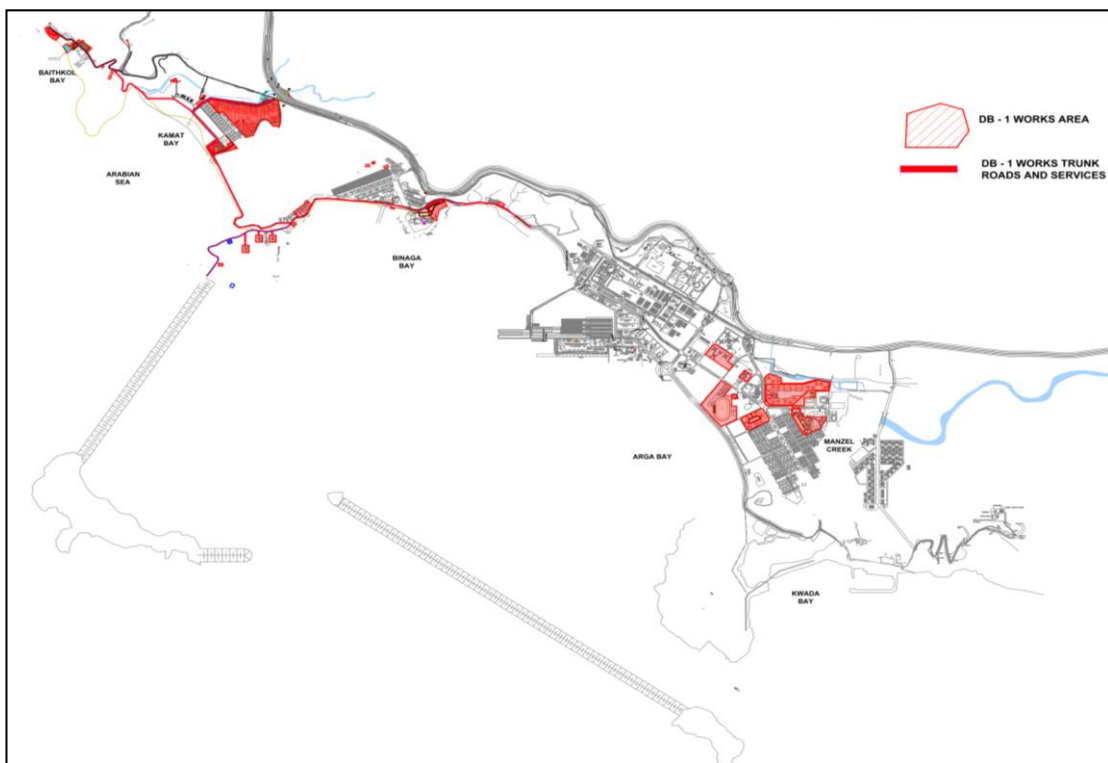


FIGURE 1-2: SCHEMATIC PLAN OF SITE A, HIGHLIGHTED RESIDENTIAL SITES UNDER DB-01

#### 1.4 Objective of Pre-Qualification

- 1.4.1** The President of India, acting through the 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 (the “**Works**”) under contract package DB-01. The Employer has decided to carry out the Bidding Process using the Design-Build procurement method for selection of bidder to whom the Contract may be awarded. Brief particulars of the Works are as follows:

Name of the Works	Indicative Cost of Works (In Rs. cr.)
Design and construction of residential buildings/towers and townships along with related common facilities, trunk infrastructure and utilities (DB-01)	1224



The Employer intends to pre-qualify suitable Applicants through an open competitive Bidding Process in accordance with the procedure set out herein who will be eligible for participation in the Bid Stage and, ultimately, for contract award.

A general description of the proposed Works is given in Section 6; "Scope of Works". However, detailed descriptions of the scope of works shall be provided with the Bidding Documents.

- 1.4.2** Indicative cost of the Works (the "**Estimated Cost**") is subject to revision, and will be specified in the Bidding Documents, when published.
- 1.4.3** 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 1.7 for submission of Applications (the "**Application Due Date**").

## **1.5 Brief Description of Bidding Process**

- 1.5.1** The Employer has adopted a two stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the DB-01 Contract. The first stage (the "**Qualification Stage**") process involves qualification (the "**Qualification**") of interested parties who make an Application in accordance with this RFQ (the "**Applicant**"). Pre-qualification shall be followed by a second stage (the "**Bid Stage**"), two envelope, competitive bidding procedure in which only those firms meeting specified prequalification criteria shall be invited to submit their technical bid and financial bid (the "**Bids**"). Pre-qualified Applicants (the "**Bidders**") shall be guided by the detailed provisions of the documents ("**Bidding Documents**"), after they have been made available to them. During the Bid Stage, and before submission of the Technical and Financial bids, the Employer will endeavour to provide full understanding of the Employer's requirements by the Bidders through mandatory site visit, project information presentation(s) and pre-bid query process, the details of which will be provided in the Bidding Documents.
- 1.5.2** Details of the process to be followed at the Bid Stage and the terms, thereof, will be spelled out in the Bidding Documents. The Bidders shall be shortlisted (the "**Shortlisted Bidders**") who are determined to be technically suitable, as per the approved technical bid evaluation report from the concerned competent authority, and who shall continue to meet the criteria used at the time of pre-qualification regarding eligibility, performance and financial situation (the Bidder shall update the information given during the corresponding pre-qualification exercise to demonstrate that he continues to meet the criteria used at the time of pre-qualification as required in the Bidding Documents). The Shortlisted Bidder who quoted the lowest bid price, shall be selected Bidder for award of the Contract. The selected Bidder (the "**Contractor**") shall be responsible for design development and construction of the Works under, and in accordance with, provisions of the works contract (the "**Contract**") to be entered into between the Employer and the Contractor in the form provided by the Employer as part of the Bidding Documents. The Contractor shall also be responsible for the rectification of defects of the Works executed under the Contract during the Defects Liability Period (the "**DLP**").

## **1.6 Queries to RFQ**

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 2.11.3 by the specified date. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: RFQ for DB-01 Contract Package"

## **1.7 Schedule of Pre-Qualification (PQ) Process**

The Employer shall endeavour to adhere to the following schedule:





<b>Event Description</b>	<b>Date</b>
1. Last date for receiving queries	08 Apr 2016
2. Pre-Application conference	19 Apr 2016
3. Employer response to queries	28 Apr 2016
4. Application Due Date	09 May 2016

### **1.8 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 : 19 Apr 2016

Time : 1100 hours IST

Venue : AECOM Office  
3<sup>rd</sup> Floor, Tower A, Building No.8,  
DLF Cyber City, DLF Phase II,  
Gurgaon – 122002, Haryana, India



## 2 INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Application

2.1.1 The Employer wishes to receive Applications for Qualification in order to qualify experienced and capable Applicants for the Bid Stage.

2.1.2 Pre-qualified Applicants (Bidders) may be subsequently invited to submit their Bids 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 shall be a single entity to implement the Works.
- b. An Applicant may be a private entity or a government owned entity.
- c. An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding 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 Bidding Process, if:
  - (i) Applicants in two different Applications have controlling shareholders in common; or
  - (ii) submit more than one Application for pre-qualification; or
  - (iii) if 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. Other eligibility conditions shall include:
  - (i) An Applicant shall not be under suspension from tendering by the Government of India (the “**Gol**” means Central/State Government in India, or any entity controlled by it) or Government of the country where the firm is incorporated, as the result of the execution of a Bid–Securing Declaration.
  - (ii) Any entity which has been barred by the Gol, or Government of the country where the firm is incorporated, and the bar subsist as on the Application Due Date, would not be eligible to submit an Application.
  - (iii) The Applicant’s Application will be subjected to Employer’s security clearance and screening.
  - (iv) An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.



**2.2.2** To be eligible for pre-qualification, an Applicant shall fulfil the following conditions of eligibility. The Applicant, being a single entity, shall, on a stand-alone and independent basis, meet the following conditions of eligibility in terms of Technical Capacity (except Design Experience) and Financial Capacity substantiated with documentary evidence:

(A) **Technical Capacity:** For demonstrating technical capacity and experience, the Applicant shall have:

(i) **Similar Work(s) Experience:**

Experience of having successfully completed<sup>1</sup> Similar Works, during the last 7 years ending on the last day of the month previous to the Application Due Date, meeting either of the following criteria:

(a) Three similar completed works costing<sup>2</sup> not less than the amount equal to Rs.490 Crores (Rupees four hundred ninety crores);

or

(b) Two similar completed works costing not less than the amount equal to Rs.612 Crores (Rupees six hundred twelve crores);

or

(c) One similar completed work costing not less than the amount equal to Rs.979 Crores (Rupees nine hundred seventy nine crores);

Work performed in the capacity of a builder/developer shall not be considered, however, work performed as a contractor for a builder/developer can be considered.

“Similar Work(s)” means works pertaining to construction of residential buildings or business buildings or office buildings or educational buildings or institutional buildings or assembly buildings or mercantile buildings as described in IS: 875 (Part 2)- 1987 (reaffirmed 2003) or airports (excluding runways and taxiways) or townships; and

(ii) **Construction Experience:**

The Employer's intent is to construct residential towers using:

(a) monolithic concrete construction with shear walls using Aluminium Form Work (ALF) or other equivalent/similar formwork;

or

(b) pre-cast construction technology which includes columns, beams, slabs, and/or walls and slabs (all precast), or a combination of both.

The Applicant must have successfully completed construction of multi-storied (Ground/Stilt + 5 or more) buildings, total floor area not less than 70,000 sqm, over the past 7 (seven) years ending on the last day of month previous to the Application Due Date by using any of the above construction methods<sup>3</sup>. This requirement can be met through one or more projects.

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<sup>1</sup> Only such works shall be considered which are completed as evidenced by the client certificate.

<sup>2</sup> The cost of land shall not be considered to determine cost of works.

<sup>3</sup> The Applicant qualified on the basis of experience in particular construction methodology, under 2.2.2 (A) (ii), shall be allowed to bid for the same construction methodology at Bid Stage.



(iii) **Design Experience:**

The design works can be carried out by the Contractor either by in-house design team or by hiring of design consultant(s), or combination thereof, who shall meet the criteria to be provided with the Bidding Document.

The Applicant is not to submit the credentials related to "Design Experience" with this Application. However, the Applicant alongwith this Application, may indicate his/her intent to perform the design works through by in-house design team or through their design consultant(s).

[Note: For completed works, escalation of 7% per annum (applied from the date of completion of the works and ending on the last day of the month previous to the Application Due Date) shall be considered for equating the works of the previous years to the current year for Indian Rupees (INR). In the case of currencies other than INR, and 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 and ending on the last day of the month previous to the Application Due Date). Then, this resulting amount shall be converted to INR using the exchange rate as effective on the last day of the month previous to the Application Due Date (Exchange rate shall be taken from the publicly available source as stated in Note at the end of Clause 2.2.2).]

(B) **Financial Capacity:** For demonstrating financial situation and performance, the Applicant shall have:

- (i) Positive Net Worth at the close of the preceding financial year (refer to ANNEX-IV); and
- (ii) Audited balance sheets, profit and loss account and cash flow statement or, if not required by the laws of the Applicant's country, financial statements acceptable to the Employer (refer to ANNEX-IV), for the past 5 (five) financial years and must demonstrate that the Applicant has not incurred any loss in more than two years during the immediate last five financial years at the close of the preceding financial year, duly certified by the chartered accountant (refer to ANNEX-IV);
- (iii) Adequate sources of finance to meet the cash flow requirement of Rs. 136 Crores (Rupees one hundred thirty six crores) for the DB01 Works under consideration after meeting the working capital requirements on works currently in progress and for future contract commitments (refer to ANNEX-IV);
- (iv) Average annual financial turnover during the last 3 (three) financial years, should be at least Rs.367 Crores (Rupees three hundred sixty seven crores) (refer to ANNEX-V);
- (v) No corporate debt restructuring in process and/or no unresolved debt restructuring issues with the Banks/Institutions as of the Application Due Date. A Chartered Accountant's certificate in this regard shall be furnished with the Application; and
- (vi) Minimum available bidding capacity shall be Rs.1224 Crores (Rupees one thousand two hundred twenty four crores), which shall be calculated as follows:

Available Bidding Capacity=  $(A \times N \times 2) - B$ ;

where, A = average annual financial turnover for last 3 (three) financial years,

N= Number of years prescribed for completion of Works for which Applications have been invited (N=3 years),

B= value, at ending last day of month previous to the date of Application Due Date, of works currently in progress and for future contract commitments to be



completed during the period of completion of Works for which Applications have been invited.

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

For 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. 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](http://www.rbi.org.in)).
- (b) In case the exchange rate is not available on the above website also, 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 published by Reserve Bank of India, then the "mid-market" rate of such currency shall be taken from the following internet web site: <http://www.xe.com>.

Any error in determining the exchange rates in the Application may be corrected by the Employer.]

- 2.2.3** The Applicant shall enclose with its Application, to be submitted as per the format at APPENDIX-I, complete with its Annexes.
- 2.2.4** The Applicant should submit a Power of Attorney as per the format at APPENDIX-II, authorising the signatory of the Application to commit the Applicant.
- 2.2.5** Where the Applicant is a foreign entity, it may be required to set-up a project office or branch office with Registrar of Company (ROC) to execute the Contract, subject to compliance with the applicable laws in India.
- 2.2.6** An Applicant should, in the last 7 (seven) years, have not failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant. In addition, the Applicant shall provide the following as per the format at ANNEX-VIII of APPENDIX-I:
  - (a) The Applicant shall also provide accurate information about all pending litigation and/or arbitration cases resulting from contracts completed or ongoing under its execution over the past 7 (seven) years preceding the Application Due Date.
  - (b) The Applicant shall provide accurate information about all settled litigation and/or arbitration cases resulting from contracts completed or ongoing under its execution over the past 7 (seven) years preceding the Application Due Date.

A consistent history of awards against the Applicant may result in rejection of the Application. The Employer reserves the right to reject the Application based on the information provided under Clause 2.2.6. The decision of the Employer in this case shall be final.

- 2.2.7** The following conditions shall be adhered to while submitting an Application:
  - (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
  - (b) information supplied by an Applicant in the Application must pertain to the Applicant only.
  - (c) Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is same to that at pre-qualification;



**2.2.8** Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

### **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 Bidding Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.4 Acknowledgement by Applicant**

**2.4.1** It shall be deemed that by submitting the Application, the Applicant has:

- (a) Made a complete and careful examination of the RFQ;
- (b) Received all relevant information requested from the Employer;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Employer; and
- (d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

### **2.5 Right to accept or reject any or all Applications**

**2.5.1** Notwithstanding anything contained in this RFQ, the Employer reserves the right to accept or reject any Application and to annul the Bidding 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.

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.

Employer reserve the right to make use of available in-house data also for Pre-Qualification of Applicants who have submitted Application for Pre-Qualification.

Employer reserve the right to assess Applicant's capability and capacity to execute the Works using in-house information including taking into account other aspects such as concurrent commitments, past performance, etc.

Applicant should note that non-submission of relevant supporting documents may lead to rejection of their Application. It is to be ensured that all relevant supporting documents shall be submitted along with their Application in the first instance itself. Pre-Qualification may be completed based on the details so furnished without seeking any subsequent additional information.

**2.5.2** The Employer reserves the right to reject any Application if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Application.



**2.5.3** In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Contract, and 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, by a communication in writing by the Employer to the Applicant, without the Employer being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Employer may have under this RFQ, the Bidding Documents, the Contract or under applicable law.



## **B. DOCUMENTS**

### **2.6 Contents of the RFQ**

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

#### **Invitation for Qualification**

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Miscellaneous
- Section 6. Scope of Works

#### **Appendices**

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Check List
- IV. Format for Applying for Visit to IHQ MoD (Navy)/Naval Base Karwar
- V. List of Application-Specific Provisions

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.

### **2.7 Clarifications**

**2.7.1** 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. The Employer will upload responses to the queries on the official website of the Employer, without identifying the source of queries.

**2.7.2** 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.

### **2.8 Amendment of RFQ**

**2.8.1** At any time prior to the deadline for submission of Application, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

## **C. PREPARATION AND SUBMISSION OF APPLICATION**

### **2.9 Language**

The Application and all related correspondence and documents in relation to the Bidding Process shall be in the English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by 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.





## **2.10 Format and signing of Application**

- 2.10.1** The Applicant shall provide all the information sought under this RFQ. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.10.2** The Applicant shall prepare 01 (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 02 (two) soft copies thereof on a Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.10.3** The Application and its copy shall be typed or written in indelible ink. It shall be signed by the authorised signatory of the Applicant who shall also initial each page of the Application (including each APPENDIX and ANNEX) in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. 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.

## **2.11 Sealing and Marking of Applications**

- 2.11.1** The Applicant shall submit the Application in the format specified at APPENDIX-I, together with the documents specified in Clause 2.11.2, 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 2.11.2 and 2.11.3.
- 2.11.2** Each envelope shall contain:
- (i) Application in the prescribed format (APPENDIX-I) along with Annexes and supporting documents;
  - (ii) Power of Attorney for signing the Application as per the format at APPENDIX-II;
  - (iii) Check List as per format at APPENDIX-III;
  - (iv) Duly signed RFQ and correspondence, addendum, corrigendum issued by the Employer in relation to the Subject RFQ, in token of receipt and acceptance;
  - (v) 2 (two) soft copies of the Application on a Compact Disc (CD); and
  - (vi) Any other requirement that may be sought by the Employer in terms of Clause 2.2.1, 2.2.2, 2.2.3 and 2.2.6.

Each of the envelopes shall clearly bear the following identification:

**"Application for Qualification: DB-01 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.

- 2.11.3** Each of the envelopes shall be addressed to:

ATTN. OF:	Director General
ADDRESS:	Project Seabird Integrated HQs of MoD (Navy) 2 <sup>nd</sup> Floor, West Block-5



TELEPHONE NO: R K Puram, New Delhi - 110066  
011 2617 0507  
011 2617 4312  
011 2617 8664

E-MAIL ADDRESS: [dgpsb-navy@nic.in](mailto:dgpsb-navy@nic.in)

**2.11.4** 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.

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

## **2.12 Late Applications**

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

## **2.13 Modifications/ substitution/ withdrawal of Applications**

**2.13.1** 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 on or after the Application Due Date.

**2.13.2** The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

**2.13.3** Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

## **D. EVALUATION PROCESS**

### **2.14 Evaluation of Applications**

**2.14.1** Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.13 shall not be opened. The Employer shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants.

**2.14.2** The Employer will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFQ.

**2.14.3** Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Employer. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

### **2.15 Confidentiality**

**2.15.1** The pre-qualified Applicants shall ensure that all persons employed on any work connected with this Contract have noted that the Indian Official Secret Act 1923 (XIX of 1923) applies to them and continue to apply even after the termination or expiry of the Contract. This condition shall also apply to his sub-contractors. An undertaking to this effect is to be submitted by the Contractor to the Employer prior execution of the Contract.

**2.15.2** Information relating to the examination, clarification, evaluation, and recommendation for the 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 Bidding 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.

## **E. QUALIFICATION AND BIDDING**

### **2.16 Pre-Qualification of Applicants**

After the evaluation of Applications, the Employer would announce a list of pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. The Employer will not entertain any query or clarification from Applicants who fail to qualify.

### **2.17 Submission of Bids**

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants (Bidders) shall be invited by the Employer to submit their Bids for the Works. The Employer is likely to provide a comparatively short time span for submission of the Bids for the Works. The pre-qualified Applicants (Bidders) will be required to visit the site and familiarise themselves with the Project as well as the Works. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Employer.

### **2.18 Proprietary data**

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.



### **3 CRITERIA FOR EVALUATION**

#### **3.1 Evaluation parameters**

**3.1.1** Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.1 shall qualify for evaluation under this Section 3.

**3.1.2** The Applicant's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and

(b) Financial Capacity

**3.1.3** Conditions of eligibility shall be evaluated on Pass/Fail basis and no marks shall be assigned to any condition of eligibility.

**3.1.4** The Employer shall use the factors, methods, criteria, and requirements defined in Section 2, to evaluate the Qualification of the Applicants, and no other methods, criteria, or requirements shall be used.

#### **3.2 Pre-Qualification of Applicants**

All Applicants who's Applications meet or exceed the specified conditions of eligibility will be prequalified by the Employer.



## 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding 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 practice, fraudulent practice, collusive practice, coercive practice, undesirable practice in the Bidding 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 practice, fraudulent practice, collusive practice, coercive practice, undesirable practice during the Bidding 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 directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
  - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, that knowingly or recklessly misleads, or attempts to mislead in order to influence the Bidding Process;
  - (c) “**collusive practice**” means is an arrangement between two or more Applicants designed to achieve an improper purpose, including to influence improperly the actions of any person in respect of any matter relating to the Project or the Bidding Process or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
  - (d) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (e) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; or (iii) deliberately destroying, falsifying, altering or concealing of evidence of material to the investigation or making false statements to investigators in order to materially impede investigation(s) conducted/being conducted by the Employer or its agency(ies) into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.



## **5 MISCELLANEOUS**

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State of Delhi, India where the Employer has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



## **6 SCOPE OF WORKS**

### **6.1 Description of Works**

The Scope of Work associated with this Design-Build procurement, as included in this document, is indicative and general in nature only. DB-01 will be one of four DB packages to construct residential townships at various locations including at sites A, B, C1 and C2. DB-01 will construct townships and/or residential facilities at several locations within site A. The scope of work for DB-01 is intended to create and construct a fully functioning and efficient township which provides high quality of infrastructure to support the assigned residential population and to provide a pleasant and environmentally friendly living township environment for the residents. The DB-01 design and build works will include the aspects below. More detailed Scope of Works for DB-01 will be included in the Bidding Documents to be issued to Bidders.

#### **Contract Package DB-01**

The scope of the DB-01 contract package (site A) includes design and build (construction) of approximately 40 residential towers (up to Stilt +10 stories providing nearly 2,304 residential units), 8 Admiral and Commodore bungalows, 92 Single Officer accommodations, 13 transit accommodations, 3 KG schools, a stadium, nearly 20 amenity buildings spread over the various DB-01 sites as shown in FIGURE 1-2 in Clause 1.3. In addition to the multiple residential towers planned, the project will construct township amenities to support the residential community. This will include as many as 20 amenity buildings including shopping centres, KG schools, community facilities, recreation facilities, sport facilities, banks, commercial outlets, stadium, gymnasium, and more. The scope of works also includes design and construction of site trunk infrastructure within the DB-01 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, rain water harvesting, energy conservation, renewable energy, solid waste management, green zones etc.). The scope of work will also include operations and maintenance of existing and proposed common facilities identified in the Bidding 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 Bidding 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 populations.



The following table illustrates residential facilities to be provided:

Structure/ Buildings	DB-01	
	Nos of Bldg.	Nos of Units
Stilt +10 Tower	40	2304
G +5 Tower	4	97
G+3 Building	1	72
G+2 Building	4	281
G & G+1 Building	15	15
Educational Facilities Building	5	NA
Social infrastructure Building	28	NA
Stadium	1	-
<b>Total</b>	<b>98</b>	<b>2769</b>

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

The Contractor will be required to adhere to, and follow, all Environmental and other statutory regulations, policies and practices as directed by the Employer and in conformance with the Project approvals issued by the MoEF & CC.

**6.1.1 Utilities**

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-01 utilities with the trunk utilities network to be installed by others. Utilities to be included in the DB-01 scope of work will include, but may not be limited to:

- (i) Electrical distribution system/network, including substations, high and low voltage distribution cabling, diesel generator, transformers etc.
- (ii) Sewerage collection and treatment system including STPs, Hill Top Reservoirs (HTRs)
- (iii) Potable water supply system including WTPs, Ground Storage Reservoir (GSR), HTRs
- (iv) Treated sewage supply network
- (v) Firefighting system including fire pump houses
- (vi) Site runoff water collection and drainage network, outfalls, culverts, rainwater harvesting
- (vii) Security and communication requirements.

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 Bidding 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.

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.

**6.1.2** Interfacing with other works contractors

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. This will require close and regular coordination and design and information exchange with adjacent and dependent works contractors

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.

**6.1.3** Technical Information

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

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

**6.1.4** Construction Period

The allowed construction period for the Works to be performed, completed and ready for use by the Employer, shall be 36 months from the date of commencement of Works.



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 Bidding 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.

Under the design build strategy, and only after approval by the Engineer, the contractor may begin mobilization and initiate limited construction on site even before full design is completed.

**6.2 Other Site Data**

**6.2.1 Topographic Survey Data**

Topographic survey work related to this project is currently in progress. This survey data may be provided with the Bidding Documents if available which shall be indicative and for reference purposes only. The Bidder may make his own investigations for submitting his Bid.

Generally the sites where improvements will take place are level and clear of heavy vegetation. These include NOI area, Kamat Bay, Binaga Bay, Panduranga Hill and West of Manzel Creek (as shown in FIGURE 1-2). However, some filling may be required in the area of Manzel creek. Additionally 3 senior Officer Bungalows are planned to be constructed on Panduranga Hill which is currently covered with heavy vegetation.

**6.2.2 Geotechnical Data**

Geotechnical investigation work related to this project is ongoing. The same would be provided with the Bidding Documents which shall be indicative and for reference purposes only. The Bidder may make his own investigations for submitting his Bid.

**6.2.3 Wind**

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

<b>Month</b>	<b>Wind Speed Range (km/h)</b>
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



**6.2.4 Temperature, Humidity and Rainfall**

At an average the annual variation of maximum temperature at Karwar is from 30<sup>0</sup>C to 35<sup>0</sup>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<sup>0</sup>C to 23<sup>0</sup>C, January being the lowest and May being the highest.

The highest average monthly temperature recorded was 36.4<sup>0</sup>C in January of 2011. The lowest recorded was 15.8<sup>0</sup>C also in January of 2011.

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

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



## **APPENDICES**



**APPENDIX-I**

**Letter Comprising the Application for Pre-Qualification**

*(Refer Clause 2.11.2)*

Dated:

To,

The Director General, Project Seabird

Integrated HQs of MoD (Navy)

2nd Floor, West Block-5

R K Puram, New Delhi – 110066

Sub: Application for pre-qualification for the development and construction of residential township works under contract package(s) DB-01

Dear Sir,

1. With reference to your RFQ document dated 28 Mar 2016, 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 such Application for pre-qualification of the Applicants for the aforesaid work, and we certify that all information provided in the Application and in Annexes ANNEX-I to ANNEX-VIII is true and correct; nothing has been omitted which renders 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 Bidder for the construction of the aforesaid Works including Defects Liability Period (DLP).
4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
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, in accordance with Clause 2.2.6, certify that in the last seven years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.



7. 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 do not have any conflict of interest in accordance with Clause 2.2.1 c of the RFQ document;
  - (c) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State;
  - (d) 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 practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (e) we have not been suspended from tendering by the **GoI** or any other Government of the country where the firm is incorporated, as the result of the execution of a Bid–Securing Declaration.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the works, without incurring any liability to the Applicants, in accordance with Clause 2.5 of the RFQ document.
9. We believe that we meet(s) all the requirements as specified in the RFQ document and are qualified to submit a Bid.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Contract or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. We further certify that no investigation by a regulatory Employer is pending either against us or against our CEO or any of our directors/ managers/ employees.



APPENDIX-I

Page 3

13. We further certify that we are not barred by the Gol or any other Government of the country where the firm is incorporated and no bar subsists as on the Application Due Date.
14. We undertake that in case due to any change in facts or circumstances during the Bidding 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.
15. The Statement of Legal Capacity as per format provided at ANNEX-VII in APPENDIX-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of Application, as per format provided at APPENDIX-II of the RFQ, are also enclosed.
16. We, in accordance with Clause 2.2.2 (A)(iii), indicate our intent to undertake the design works through [*in-house design team/through appointing design consultant(s)*]<sup>4</sup>.
17. We hereby irrevocably waive any right or remedy which we may have at any stage as per law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. We agree and undertake to abide by all the terms and conditions of the RFQ document.
19. We agree and undertake to be liable for all the obligations of the Contractor under the Contract till DLP in accordance with the Contract.
20. Check List in APPENDIX-III, duly signed is enclosed.

In witness thereof, we submit this Application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant

---

<sup>4</sup> Strike out which is not applicable.



**ANNEX-I**

**Particulars of the Applicant\***

1. (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Contract:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax:
4. Particulars of the Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:

5. The following information shall also be provided for the Applicant:

**Name of Applicant:**

S. No.	Criteria	Yes	No
1.	Has the Applicant been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last seven years?		

6. A statement by the Applicant, disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the past 7 years is given in ANNEX-VIII.





**Note:**

\* Attached are copies of original documents of:

1. Articles of Incorporation in conformity with the provisions of the laws of that country (or equivalent documents of constitution or association) and/or documents of registration of the legal entity named above.
2. In case of government-owned entity documents establishing:
  - a. Legal and financial autonomy
  - b. Operation under commercial law
3. Included are the organisational chart, a list of Board of Directors and the beneficial ownership.



ANNEX-II

Similar Works Experience(s)<sup>5</sup>

(Refer Clause 2.2.2(A)(i))

[The following table shall be filled in for contracts performed by the Applicant]

Applicant's Name: [insert full name]

Similar Work No.	Information		
[insert number] of [insert number of similar works required]			
Description of the similarity in accordance with similar works as defined in Clause 2.2.2(A)(i):			
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 <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]*
If member in a joint venture or sub-contractor, specify participation in total contract amount	[insert a percentage amount]	[insert total contract amount in local currency]	[insert exchange rate and total contract amount in INR equivalent]*
Employer's Name:	[insert full name]		
Address:	[indicate street / number / town or city / country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail:			

<sup>5</sup> The Similar Works experience(s) of Group Companies, Parent Companies or subsidiary Companies shall not be considered for evaluation. The Applicants are advised to strictly adhere to this requirement and submit the Similar Works experience(s) from the client(s) of the Applicant only (see Clause 2.2.2). The Employer reserves its right to seek additional information such as, tax remittance receipts/occupation certificate or other appropriate documents as applicable, to verify Applicant's claim of his work experience.



**Project Seabird Phase IIA**  
**RFQ: DB-01 - Design Build Works Contract**

	<i>[insert e-mail address, if available]</i>
--	--

\* Refer Note at the end of Clause 2.2.2 for source of exchange rate.



**ANNEX-III**  
**Construction Experience(s)<sup>6</sup>**

*(Refer Clause 2.2.2(A)(ii))*

*[The following table shall be filled in for contracts performed by the Applicant]*

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

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

Total Quantity of Activity under the contract:

	<b>Information</b>		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award date	<i>[insert day, month, year]</i>		
Completion date	<i>[insert day, month, year]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in Joint Venture <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in contract currency(ies)]</i>		INR <i>[insert exchange rate** and total contract amount in INR equivalent]</i>
Project successfully completed over the past 7(seven) years <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total floor/ township area <i>[✓ as appropriate]</i> completed (i)	Percentage participation (ii)	Actual Work Performed (i) x (ii)
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and</i>		

<sup>6</sup> The construction experience(s) of Group Companies, Parent Companies or subsidiary Companies 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 (see Clause 2.2.2). The Employer reserves its right to seek additional information such as, tax remittance receipts/occupation certificate or other appropriate documents as applicable, to verify Applicant's claim of his work experience.



E-mail:	<i>city area codes]</i> <i>[insert e-mail address, if available]</i>
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**Summary of the above information derived from Forms submitted**

	Information
Description of the key activities in accordance with Clause 2.2.2(A)(ii):	<i>[insert response to inquiry indicated in left column]</i>
<p>Successfully completed construction of multi-storied (Ground/Stilt + 5 or more) buildings, minimum total floor area of 70,000 sqm, over the past 7 (seven) years ending on the last day of month previous to the Application Due Date by using:</p> <p>(a) Monolithic concrete construction with shear walls using Aluminium Form Work (ALF) or other equivalent/similar formwork;</p> <p>or</p> <p>(b) Pre-cast construction technology which includes columns, beams, slabs, and/or walls and slabs (all precast), or a combination of both..</p>	

\*\*Refer Note at the end of Clause 2.2.2 for source of exchange rate.



**ANNEX-IV**

**Financial Statement of the Applicant**

(Refer Clause 2.2.2(B)(i), (ii) & (iii))

[The following table shall be filled in for the Applicant]

Applicant's Name: [insert full name]

**1. Financial data**

Type of Financial information in (currency)	Historic information for previous 5 (Five) Years (amount in currency, currency exchange rate*, INR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
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					
<b>D. Net Worth = A - B - C</b>					
E. Current Assets (CA)					
F. Current Liabilities and Provisions (CL)					
<b>G. Working Capital = E - F</b>					
H. Proposed specific line of credit agreed by commercial Bank for the subject contract(s)					
I. Total Available Working Capital for the subject contract					
<b>Working Capital available after meeting requirement of Future Contracts Commitments</b>					
J. Working Capital requirements for future contract commitments [Total of col. 9 of ANNEX-VI]					
K. Sources of Finance for future contract commitments (Total of column 10 of ANNEX-VI)					



Type of Financial information in (currency)	Historic information for previous 5 (Five) Years (amount in currency, currency exchange rate*, INR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
L. Working Capital available after meeting the Working Capital requirements for future works contract commitments (I-J+K)**					
<b>III. Financial Soundness</b>					
M. Profit before taxes					
N. Profit after taxes					

\*Refer Note at the end of Clause 2.2.2 for date and source of exchange rate.

\*\* Any surplus of finance available for future contract commitments against the working capital requirement for future contract shall be treated as nil for the subject contract.

**2. Sources of Finance**

*[The following table shall be filled in for the Applicant]*

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

S. No.	Source of finance	Amount (INR equivalent)
1		
2		
3		
4		

**3. 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. The Applicants are advised to strictly adhere to this requirement and submit the financial statements of the Applicant only.
- b. The Applicant shall attach copies of the audited (or certified in accordance with local legislation) balance sheets, financial statements and Annual Reports for 5 (five) years (duly notarised) preceding the Application Due Date. The financial statements shall:
  - i. reflect the financial situation of the Applicant and not an affiliated entity (such as parent company or group member);
  - ii. be independently audited or certified in accordance with local legislation;
  - iii. be complete, including all notes to the financial statements;



**Project Seabird Phase IIA**  
**RFQ: DB-01 - Design Build Works Contract**

- iv. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- c. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.8.
- d. Attached are copies of financial statements for the last 5 financial years required above; and complying with the requirements (If the most recent set of financial statements is for a period earlier than 12 months from the date of application, justification should be provided for the same).
- e. The Applicant shall provide an Auditor's Certificate (in original) specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth.
- f. The Financial data as prescribed in ANNEX-IV shall be certified by the Chartered Accountant with his stamp and signature.
- g. The Applicant shall provide a Chartered Accountant's certificate confirming that the Applicant shall have no corporate debt restructuring in process and/or no unresolved debt restructuring issues with the Banks/Institutions as of the Application Due Date, as the case may be.





**ANNEX-V**

**Average Annual Financial Turnover<sup>7</sup>**

(Refer Clause 2.2.2(B)(iv))

[The following table shall be filled in for the Applicant]

Applicant's Name: [insert full name]

Annual financial turnover data *			
Year (Financial year to be indicated by Applicant)	Amount Currency	Exchange rate**	INR equivalent
[indicate financial year]	[insert amount and indicate currency]		
		Average Annual Financial Turnover ***	

\* Annual Financial Turnover should be substantiated through (i) Balance Sheets of the relevant financial years, provided the figures, are stated in the Balance Sheet(s) or (ii) Specific certificate(s) issued by the Statutory Auditors or (iii) Certificate(s) issued by the Clients

\*\* Refer Note at the end of Clause 2.2.2 for date and source of exchange rate.

\*\*\* Total INR equivalent for all years divided by the total number of years.

\*\*\*\* The data in ANNEX-V shall be certified by the Chartered Accountant with his stamp and signature.

<sup>7</sup> The Annual Financial Turnover of Group Companies, Parent Companies or subsidiary Companies shall not be considered for evaluation. The Applicants are advised to strictly adhere to this requirement and submit the balance sheets, specific certificates issued by the statutory auditors, certificate(s) issued by the clients in the name of the Applicant only, duly signed by the chartered accountant.



ANNEX-VI

Current Commitments\*

[The following table shall be filled in for the Applicant]

Applicant's Name: [insert full name]

S. No.	Name of the Contract	Joint venture Percentage Share (%)	Actual /Expected Date of Commencement	Total Contract Value	Currency Conversion Rate	Converted Contract Value (in Crore)	Scheduled date of Completion	Estimated Average Billing for 4 months working capital requirements(in INR Crores)	Fund based line of credit sanctioned for these contracts) (in INR Crores)	Work done upto ending last day of month previous to Application Due Date (in Crore)	Value, at ending last day of month previous to the date of Application Due Date, of works currently in progress and for future contract commitments to be completed during 3 (three) years from ending last day of month previous to the Application Due Date (i.e. Balance value of work, in Crore))
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1											
2											
3											
4											



...											
Total											

\*The Applicant should provide information in respect of (i) Contracts already awarded (i.e. contracts to be executed in future) to the Applicant but not started up to ending last day of month previous to Application Due Date; and (ii) Ongoing Contracts. These data shall be certified by the Chartered Accountant with his stamp and signature.

**Note:**

1. Copy of Joint Venture agreement for each contract should be submitted.
2. Copy of Letter of Award (LoA) for each contract should be submitted.
3. The figures in columns 5 should be for the share of JV partner.
4. The Documentary evidence of the amount and source of funds indicated in column 10 shall be submitted by the Applicant. In the absence of the supporting documentary evidence, the amount of funds indicated in Col 10 against respective works shall not be considered.
5. The Documentary evidence of the amount indicated in column 11 shall be submitted by the Applicant. In the absence of the supporting documentary evidence, the amount indicated in Col 11 against respective works shall be considered as 0 (zero).
6. If in the Client's Certificate, the member's share in the JV, Contract Amount and Date of Award of Work are clearly stated, submission of copies of JV Agreement as well as copy of Letter of Award stated in Note 1 and 2 above is not required.



ANNEX-VII

**Statement of Legal Capacity**

*[To be forwarded on the letterhead of the Applicant]*

Dated:

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

Sub: Application for pre-qualification for the development and construction of residential township works under contract package(s) DB-01

Dear Sir,

We hereby confirm that we (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that ..... *[insert individual's name]* will act as our representative and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....



**ANNEX-VIII**

*(Refer Clause 2.2.6)*

**Historical Contract Non-Performance, Pending Litigation and Litigation History**

*[The following table shall be filled in by the Applicant]*

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

<b>Non-Performed Contracts, in accordance with Clause 2.2.6</b>			
<input type="checkbox"/> Contract non-performance did not occur since last seven years till Application Due date, specified in Clause <b>2.2.6</b> .			
<input type="checkbox"/> Contract(s) not performed since last seven years till Application Due Date, specified in Clause <b>2.2.6</b> , is as follows:			
<b>Year</b>	<b>Non- performed portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate* and INR equivalent)</b>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<b>Note:</b> <ul style="list-style-type: none"> <li>(i) Check the appropriate Box <input type="checkbox"/> above. In case the lower box is checked, please provide the details in the above table.</li> <li>(ii) 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.</li> <li>(iii) This requirement also applies to contracts executed by the Applicant as JV member.</li> </ul> * Refer Note at the end of Clause 2.2.2 for date and source of exchange rate.			



Pending Litigation, in accordance with Clause 2.2.6			
<input type="checkbox"/> No pending litigation in accordance with Clause 2.2.6.			
<input type="checkbox"/> Pending litigation in accordance with Clause 2.2.6 is as follows:			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate*)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<b>Note:</b> <ul style="list-style-type: none"> <li>(i) Check the appropriate Box <input type="checkbox"/> above. In case the lower box is checked, please provide the details in the above table.</li> <li>(ii) The Applicant shall provide accurate information about all pending litigation and / or arbitration cases resulting from contracts completed or ongoing under its execution.</li> <li>(iii) The Applicant shall also provide details of pending litigation referred in paragraph (ii) above, which has been accounted for in the submitted latest audited balance sheet as follows:               <ul style="list-style-type: none"> <li>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. <b>(Please indicate the page no. of the audited balance sheet where these amounts have been reflected).</b></li> <li>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. <b>(Please indicate the page no. of the audited balance sheet where these amounts have been reflected).</b></li> </ul> </li> </ul> <p>* Refer Note at the end of Clause 2.2.2 for date and source of exchange rate.</p>			



<b>Litigation History, in accordance with Clause 2.2.6</b>			
<input type="checkbox"/> No Litigation History since last seven years till Application Due Date, in accordance with Clause 2.2.6.			
<input type="checkbox"/> Litigation History since last seven years till Application Due Date, in accordance with Clause 2.2.6 is as follows:			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), INR Equivalent (exchange rate*)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i>  Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<b>Note:</b>  (i) Check the appropriate Box <input type="checkbox"/> above. In case the lower box is checked, please provide the details in the above table.  (ii) The Applicant shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last seven years till Application Due Date.  (iii) This may be noted that under this category only cases of arbitration /litigation <u>finally settled against the Applicant</u> 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 failure of the application.  * Refer Note at the end of Clause 2.2.2 for date and source of exchange rate.			



**APPENDIX-II**

**Format for Power of Attorney for signing of Application and Bid<sup>8</sup>**

*(Refer Clause 2.11.2 (ii))*

Know all men by these presents, We..... *[name of the firm and address of the registered office]* do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms *[name]*, ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ..... Works proposed by the ..... (the "Employer") including but not limited to signing and submission of all applications, bids 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 bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Works 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 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.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

---

<sup>8</sup> To be submitted in original.





Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *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.*
- *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.*



**APPENDIX-III**

(Refer Clause 2.11.2 (iii))

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

S. No.	Description	Ref.	Put ✓ or * as Applicable	Remarks	Page No.
1.	One original set of Application in spiral/hard bound	Clause 2.10.2 & 2.10.3			.. to ..
2.	Three copies of Application in spiral/hard bound	Clause 2.10.2 & 2.10.3			
3.	Two soft copies in Compact Disc (CD).	Clause 2.10.2			
4.	All pages are machine numbered and signed by authorised signatory on each page of the Application including each APPENDIX and ANNEX, in blue ink.	Clause 2.10.3			
5.	Letter Comprising the Application for Pre-Qualification: APPENDIX-I	Clause 2.11.2(i)			
6.	Check List: APPENDIX-III	Para 20 of APPENDIX-I			
7.	Particulars of the Applicant: ANNEX-I	Clause 2.2.1 b and ANNEX-I			
8.	Copy of Articles of Incorporation and/or registration documents	ANNEX-I, Note			
9.	Copy of documents establishing legal, financial autonomy and operation under commercial law, in case of government-owned entity.	ANNEX-I, Note			
10.	Similar Works Experience: ANNEX-II	Clause 2.2.2(A)(i)			
11.	Certificate(s) from client of the Applicant for which Similar Works Experience are being claimed in ANNEX-II	Clause 2.2.2, Footnote at ANNEX-II			
12.	Construction Experience in Key Activities: ANNEX-III	Clause 2.2.2(A)(ii)			
13.	Certificate(s) from client of the Applicant for which Construction Experience in Key Activities are being claimed in ANNEX-III	Clause 2.2.2, Footnote at ANNEX-III			
14.	Financial Capacity of the Applicant:	Clause 2.2.2			



S. No.	Description	Ref.	Put ✓ or ✗ as Applicable	Remarks	Page No.
	ANNEX-IV, duly certified by the Chartered Accountant with his stamp and signature	(B) (i) to (iv), Para 3 g. of ANNEX-IV			
15.	Auditor's certificate in ORIGINAL specifying the Net Worth as at the close of the preceding financial year and the methodology adopted for calculating such Net Worth	Para 3 e. of ANNEX-IV			
16.	Audited (or certified in accordance with local legislation) balance sheets, financial statements and Annual Reports duly notarised for 5 (five) years preceding the Application Due Date.	Para 3 b. of ANNEX-IV			
17.	Line of credit from reputable commercial Bank for the subject Contract for which RFQ is invited	ANNEX-IV, Para 1 H.			
18.	Average Annual Financial Turnover: ANNEX-V, duly certified by the Chartered Accountant with his stamp and signature	Clause 2.2.2 (B) (iv), Note of ANNEX-V			
19.	A Chartered Accountant's certificate confirming that the Applicant shall have no corporate debt restructuring in process and/or no unresolved debt restructuring issues with the Banks/Institutions as of the Application Due Date, as the case may be.	Clause 2.2.2 (B) (v), Para 3 g. of ANNEX-IV			
20.	Current Commitments: ANNEX-VI, duly certified by the Chartered Accountant with his stamp and signature	Clause 2.2.2 (B) (vi), Note of ANNEX-VI			
21.	Copy of joint venture agreement for each contract together with copy of LOA for each contract or client's certificate bearing member's share in the JV, Contract Amount and Date of Award, being claimed in ANNEX-VI	Notes of ANNEX-VI			
22.	Documentary evidence of the amount and source of fund, line of credit sanctioned for the respective contracts is being claimed in ANNEX-VI	Notes of ANNEX-VI			
23.	Statement of Legal Capacity: ANNEX-VII	APPENDIX-I Para 15			
24.	Historical Contract Non-Performance, Pending Litigation and Litigation History:	Clause 2.2.6, ANNEX-I of			



**Project Seabird Phase IIA**  
**RFQ: DB-01 - Design Build Works Contract**

S. No.	Description	Ref.	Put ✓ or ✗ as Applicable	Remarks	Page No.
	ANNEX-VIII	APPENDIX-I			
25.	Original Power of Attorney for signing the Application: APPENDIX-II	Clause 2.11.2 (ii)			
26.	Extract of charter documents and documents such as a board or shareholder's resolution/power of attorney in favour of the person executing Power of Attorney for the delegation of power on behalf of the Applicant	Notes of APPENDIX-II			
27.	Power of Attorney (legalised by the Indian Embassy), in case of Power of Attorney executed and issued overseas, and notarised in the jurisdiction where the Power of Attorney is being issued. Or Apostille certificate in terms of Hague Legislation Convention 1961	Notes of APPENDIX-II			
28.	Duly signed RFQ	Clause 2.11.2 (iv)			
29.	Duly signed correspondence, addendum, corrigendum issued by the Employer in relation to the Subject RFQ, in token of receipt and acceptance	Clause 2.11.2 (iv)			





## APPENDIX-V

### List of Application-Specific Provisions

#### A. Clauses with numeric footnotes

1. Clause 2.2.2 (A) (i): Similar Work Experience
2. Clause 2.2.2 (A) (i) (a): Similar Work Experience

The above footnotes shall be read in conjunction with respective Clauses of this RFQ and shall form integral part of this RFQ.

#### B. Appendices with numeric footnotes

3. APPENDIX-I: Letter Comprising the Application for Pre-Qualification
4. ANNEX-II of APPENDIX-I: Similar Works Experience(s)
5. ANNEX-III of APPENDIX-I: Construction Experience(s)
6. ANNEX-V of APPENDIX-I: Average Annual Financial Turnover
7. APPENDIX-II: Power of Attorney for Signing of Application and Bid

All the footnotes in the Appendices are for guidance of the Applicants. These shall be omitted by the Applicants while submitting their Application.

#### C. Appendices where square parenthesis are used

The square parenthesis should be removed after the provisions contained therein are suitably addressed by the Applicants

#### D. Appendices with blank spaces

All blank spaces in the Appendices shall be filled up when the format of the respective Appendix is used.