



**Mazdock Modernisation Project  
Shipyard Transporter Contract  
Tender Documents**

**Volume I  
(Instructions to Tenderers & Tender Data),**

**Volume II  
(Conditions of Contract),**

**Volume III  
(Employers Requirements)**

**Tender No. MMP/ST/ 19      Date: 03<sup>rd</sup> February 2010**

**(TO BE SUBMITTED IN TWO BID SYSTEM)**

**PART I: TECHNO-COMMERCIAL BID  
PART II: PRICE BID**

**Mazagon Dock Ltd.  
Mumbai  
FEB 2010  
3H6543/R032 Vol.I  
Final**



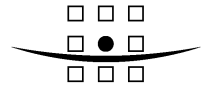
**Mazdock Modernisation Project  
Shipyard Transporter Contract**

**Volume I**

**Instructions to Tenderers & Tender Data**

Mazagon Dock Ltd.  
Mumbai  
FEB 2010  
Final  
3H6543/R0032 Vol. I

A COMPANY OF



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# **Mazdock Modernisation Project**

## **Shipyard Transporter Contract**

**Tender No. MMP/ST/19      Date: 03<sup>rd</sup> FEBRUARY 2010**

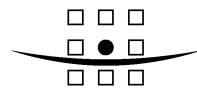
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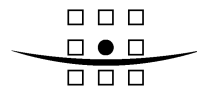
**Mazdock Modernisation Project**

**Shipyards Transporter Contract**

**INSTRUCTIONS TO TENDERERS**

**1 SCOPE**

- 1.1 The Employer, as defined in the Tender Data, invites tenders for the supply of a 150T Rubber Tyred Shipyards Transporter including all goods and associated services described in these tender documents, in accordance with the procedures, conditions and contract terms prescribed in the tender documents.
- 1.2 Amendments to these Instructions to Tenderers are contained within the Tender Data. Should there be a conflict between the Instructions to Tenderers and the Tender Data, the Tender Data will prevail.
- 1.3 All Tenders are to be completed and returned to the Employer in accordance with these Instructions to Tenderers.
- 1.4 All recipients of the documents for the purpose of submitting a Tender shall treat the contents of the documents as private and confidential. If any of the firms who have collected the tender documents are not in a position to submit the Tender, they shall return all the sets of the tender documents to the Employer on or before the date prescribed for submission of the Tenders, under cover of a "regret" letter.
- 1.5 Tenderers shall provide with their Tender minimum area(s) they require during the site assembly stage. These requirements and any limitations or restrictions to the surrounding buildings are to be identified by the Tenderer on drawing H6543/TD/0021.
- 1.6 A complete set of Tender Documents can be downloaded from the MDL website <http://www.mazagondock.gov.in> Tenderers downloading the documents from web site should notify the Employer and Engineer accordingly regarding their contact address. This is to ensure that the Tenderer shall receive any tender clarifications, addendum etc. that may be issued during the tender period.
  - 1.7.1 Tender documents in Compact Disc (CD), PDF format can be obtained in person on payment of **Rs. 1000.00 (Rupees One Thousand Only)** by cross Demand Draft / Pay Order in Favour of ' **MAZAGON DOCK LIMITED**' payable at Mumbai, on written request on firm's letterhead from the office of **General Manager (PS-MMP), 3<sup>rd</sup> Floor, Alcockyard Building Mazagon Dock Limited, Mumbai 400010.**
  - 1.7.2 In case of tenderer desire to obtain the tender documents in Compact Disc (CD), PDF format, by post an additional fee of Rs. 100 (Rupees One Hundred Only) shall be charged from indigenous tenderer. Thus the tender fee will be Rs.1100 (Rupees One Thousand One Hundred Only) and to be paid as stated above. For this, the tenderer shall request sufficiently in advance (10 days before closing date



of the tender). Employer shall not be responsible for postal dispatch delay and / or loss or damage in transit.

**1.7.3 Tender fee and postal charge stated above are non refundable.**

1.7.4 Alternatively, complete Tender documents can be downloaded from MDL website <http://www.mazagondock.gov.in/mmp.htm> as Adobe Acrobat PDF files. Tender fee of Rs. 1000 (Rupees One Thousand Only) or USD 30 (US dollars Thirty only) shall be enclosed in a separate envelope duly super scribed “TENDER FEE” along with Tender Document. Tenderers downloading the documents from web site should notify the Employer and Engineer regarding their contact details (telephone number/ email / postal address). This is to ensure that the tenderer shall receive any tender clarifications, addendum etc. that may be issued during the tender period. The Tenderer is responsible for the correct printing of all tender documents and drawings.

**1.8 Tenders will be issued / received on any working day (Monday to Friday) between 0930 hrs to 1630 hrs. In case the last date of issue and / or the date of receipt and opening of tender documents are declared as holiday the respective dates shall be treated as postponed to the next working day.**

1.9 The Employer is acting on behalf of “Indian Navy”. Letter of Acceptance”, Contract, thus, shall be issued / signed by the Employer as “Indian Navy – A/c Mazagon Dock Ltd”.

## **2 ELIGIBILITY AND QUALIFICATION**

2.1 This Tender is open to all firms / parties having designed manufactured and supplied 150T capacity tyre mounted Transporter. Tenderers must meet the requirements of the qualification criteria detailed in Appendix ‘A’ to this document which is to be submitted as part of the Tenderers Part 1 – Techno-Commercial Bid.

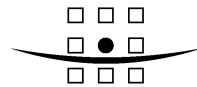
2.2 No affiliate of the Employer shall be eligible to tender or participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the Employer and the affiliate.

2.3 Where a firm, its affiliates or parent company, in addition to consulting, also has the capability to manufacture or supply goods or to construct works, that firm, its affiliates or parent company normally cannot be a Contractor of goods or works on a project for which it provides consulting services, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control.

2.4 A Tenderer shall not be eligible to participate where it has been determined to have engaged in corrupt or fraudulent practices in accordance with paragraph 30 of this document. The decision of the Employer for para 2.2, 2.3 and 2.4 is final.

## **3 COST OF TENDERING**

3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Employer will in no case be responsible or



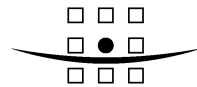
liable for those costs, regardless of the conduct or outcome of the tendering process including cancellation of this tender process pursuant to para 25.1.

#### **4 PRE-TENDER MEETING OR SITE VISIT**

- 4.1 Pre-tender meeting is scheduled on 24TH FEBRUARY 2010 at 1400 hrs. Tenderer to confirm their participation in the said meeting 3-4 days in advance by fax/ E-mail indicating details of person(s), Name of Firm, contact details attending the said meeting. Further, all queries shall be forwarded one week prior to the scheduled date of Pre-Tender meeting.i.e.by 18<sup>th</sup> February 2010
- 4.2 The Tenderer if feels necessary is advised to visit and examine the Site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for of supply of 150 T Shipyard Transporter. The cost of visiting the Site shall be at the Tenderer's expense.
- 4.3 The Tenderer and any of his personnel or agents will be granted permission by the Employer to visit the Site on prior request from the Tenderer.

#### **5 CONTENT OF TENDER DOCUMENTS**

- 5.1 The tender documents comprise the following documents listed below, other documentation or drawings specified in the Tender Data and addenda, if any, issued in accordance with paragraph 7.
- 5.2 Volume I - Instructions to Tenderers, comprising;
- a) Instructions to Tenderers and [Tender Data](#)
  - b) [Appendix A – Qualification Criteria](#)
- 5.3 Volume II - Conditions of Contract, comprising;
- a) Letter of Tender
  - b) Appendix to Tender
  - c) General Conditions of Contract
  - d) Particular Conditions of Contract
  - e) Proforma Schedules
  - f) Proforma documents, comprising;
    - Contract Agreement
    - Tender Security
    - Performance Bank Guarantee
- 5.4 Volume III - Employers Requirements/ **Technical Requirements**
- 5.5 The Tenderer is expected to examine the Tender documents, including all instructions, forms, contract terms and specifications and submit compliance of all Instructions to Tenderer along with their Tender/ offer for Part-1 – Techno- Commercial Bid.
- 5.6 Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the documents in every



respect will be at the Tenderers risk and may result in rejection of the tender. Employer's decision in this regard is final and binding.

## **6 CLARIFICATION OF TENDER DOCUMENTS**

- 6.1 A prospective Tenderer requiring any clarification on any aspect of the tender documents may notify the Employer in writing or by fax (hereinafter, "fax" includes cable and telex) at the Employer's mailing address indicated in the Tender Data with a copy to Haskoning Nederland BV, Engineer for this work. **All requests for clarification must be received by the Employer no later than twenty-eight (28) days prior to the deadline for the submission of tenders.** The Employer will respond in writing to such requests for clarification of the tender documents, which it receives. Copies of the Employer's response (including a description of the enquiry but without identifying its source) will be sent to all prospective Tenderers that have received the tender documents or have notified the Employer in the case of downloading from the website, their intention for submission of a Tender.
- 6.2 The Employer will not be responsible for sending any clarifications to Tenderers who have downloaded the tender documents from website and have failed to notify the Employer as per para 1.6

## **7 AMENDMENT OF TENDER DOCUMENTS**

- 7.1 At any time prior to the deadline for submission of tenders, the Employer may amend the tender documents by issuing addenda.
- 7.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by fax to all prospective Tenderers that have received the tender documents or have notified the Employer in case of downloading from the website. Prospective Tenderers shall acknowledge receipt of each addendum by fax to the Employer.
- 7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may, at its discretion, extend the deadline for the submission of tenders. The Employer will not be responsible for sending any amendment to Tenderers who have downloaded the tender documents from the website and have failed to notify the Employer as per para 1.6. However, tender addenda, if any, shall be available on MDL website.

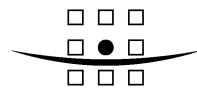
## **8 LANGUAGE OF TENDER**

- 8.1 The tender and all documents and correspondence relating to the tender exchanged by the Tenderer and the Employer shall be in the language of the tender as specified in the Tender Data.

## **9 DOCUMENTS COMPRISING THE TENDER**

- 9.1 The tender submitted by the Tenderer shall comprise the following:
- (a) Letter of Tender and Appendix 'A' to Tender duly completed in the manner and detail indicated in Volume II and signed by the Tenderer. See also paragraph 15 of this document;

- (b) Schedules I (Price Schedule), II (Subcontractors), III (Deviations from Employers Requirements) & IV (Deviations from Condition of Contract) completed in the manner and detail indicated in Volume II and in accordance with paragraph 10 of this document;
- (c) Completed Qualification Forms as defined in Appendix A – Qualification Criteria, of this document; with necessary documentary evidence mentioned therein.
- (d) Detail specifications of the Shipyard Transporter offered by the Contractors, which should include the type, make, capacity, rating, specifications etc. of major components.
- (e) A complete tender document, drawings and addenda, if any, issued by the Employer (or downloaded from the Employer’s website by the Tenderer) duly endorsed (signed & stamped) at the bottom by the Tenderer.
- (f) Tender fee, if downloaded from website pursuant to para 1.7.4, in a separate envelope duly superscribed “Tender Fee”.
- (g) A Power of Attorney, duly authorised by a Notary Public indicating that the person(s) signing the Tender have the authority to sign the Tender and thus the Tender is binding upon the Tenderer;
- (h) A Tender Security furnished in accordance with paragraph 13 of this document and bank details from which performance security and bank guarantee towards payment that would be submitted by the Tenderer on award of contract;
- (i) Documentary evidence establishing that the goods and services to be supplied by the Tenderer in its tender conform to the tender documents. Details of the documentation required are specified in the Tender Data:
  - Description of the essential technical and performance characteristics.
  - A recommended list of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Shipyard Transporter for a period of 5 years following commissioning .
- (j) Project schedule / Delivery Schedule or programme indicating major activities from award of Contract until taking over by the Employer.
- (k) Any information or other materials required to be completed and submitted by the Tenderers in accordance with these tender documents and specified in the Tender Data.
- (l) In case the Tenderer wishes to offer any alternate / counter specifications / conditions in addition to the specifications / conditions stipulated in this tender document, he shall provide a covering letter giving full details of the alternate / counter specifications / conditions proposed. The covering letter shall give reference to page and clause numbers of the corresponding Conditions in the tender document which the Tenderer wishes to modify, together with the associated “price tag”. Refer to Schedule III and IV annexed to Vol.II. The Employer / Engineer reserve the right to accept or reject the Tenderer's alternate /



counter conditions. The attention of Tenderers is drawn to the provisions of paragraph 23 and 31 of this document regarding rejection of Tenders which are not substantially responsive to the requirements of the tender documents.

- (m) Value Added Tax (VAT) / Service Tax and Permanent Income Tax Account Number (in case of domestic Tenderers);
- (n) Statement indicating that Tenderer is fully complying with the Tender terms or otherwise.

9.2 Tenderers shall submit offers that comply with the requirements of the tender documents. The attention of Tenderers is drawn to the provisions of paragraph 5.6 of this document regarding the rejection of tenders that are not substantially responsive to the requirements of the tender document.

## **10 LETTER OF TENDER AND TENDER PRICES**

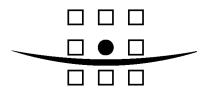
- 10.1 The Tenderer shall complete the 'Letter of Tender', the Appendix to Tender and the appropriate 'Schedules' provided in the tender documents.
- 10.2 Unless otherwise specified in the Tender Data, prices quoted by the Tenderer, except exchange rate variation for Indian Tenderers, shall be fixed during the Tenderer's performance of the contract.
- 10.3 The minimum requirements for the breakdown of the Tender Price are detailed in the Tender Data.

## **11 PERIOD OF VALIDITY OF TENDERS**

- 11.1 Tenders shall remain valid for the period specified in the Tender Data after the latest date for submission of tenders prescribed by the Employer, pursuant to paragraph 16.
- 11.2 In exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by fax. A Tenderer may refuse the request without forfeiting the tender security. A Tenderer agreeing to the request will not be required or permitted to modify its tender. The Tender Security provided under paragraph 13 below shall also be suitably extended.
- 11.3 The tender is for a fixed priced Contract. If the Tender validity is extended, the tender price of the successful Tenderer will be the Contract price.

## **12 CURRENCIES OF TENDER AND PAYMENTS**

- 12.1 The rates and prices shall be quoted by the Tenderer in the currency specified in the Tender Data.
- 12.2 For the cost of all inputs to the Works which the Tenderer expects to supply from within India, (local inputs), payment shall be made only in Indian Rupees.
- 12.3 A Tenderer expecting to incur expenditure in other currencies for inputs to the Works from outside the Employer's country (i.e. the foreign currency



requirements) shall provide details of their expected foreign currency requirements in Schedule I i.e. Price Schedule.

- 12.4 Tenderers may specify their foreign currency requirements in foreign currency and justify that the amounts are reasonable and correspond to actual expectations.

### **13 TENDER SECURITY**

- 13.1 The Tenderer shall furnish, as part of its tender, a Tender Security in the amount specified in the Tender Data.
- 13.2 The Tender Security is required to protect the Employer against the risk of the Tenderer's conduct which would warrant the forfeiture of the security, pursuant to paragraph 13.8 below.
- 13.3 The Tender Security shall be denominated in the currency of the tender and shall be, at the Tenderer's option, in the form of a Banker's cheque or bank draft, or bank guarantee issued by a reputable bank located abroad or in the country of the Employer. The format of the bank guarantee shall be in accordance with the sample form of Tender Security included in Volume II or in another form acceptable to the Employer. **The Tender Security shall be valid for thirty five (35) days beyond the validity of the tender.**
- 13.4 In case bank guarantee is of foreign bank, the Employer shall seek advice of State Bank of India (SBI) on bank guarantee. If SBI advises the Employer to accept bank guarantee, no confirmation of the bank guarantee would be required. However, if SBI advises the Employer contrary, the confirmation of the bank guarantee from the local bank would be required to be obtained by the Tenderer.
- 13.5 Any tender not accompanied by an acceptable Tender Security will be rejected by the Employer as non-responsive pursuant to paragraph 23 and 31.
- 13.6 The Tender Security of technically rejected Tenderers shall be returned within fifteen (15) days after completion of technical scrutiny by the Employer / Engineer.
- 13.7 The Tender Security of the unsuccessful Tenderer will be returned after placement of order on the successful Tenderer or within 30 days of the expiration of the tender validity period, pursuant to paragraph 11 above whichever is earlier.
- 13.8 The Tender Security of the successful Tenderer will be discharged when the Tenderer has signed the contract pursuant to paragraph 28, and furnished performance security pursuant to paragraph 29.
- 13.9 The Tender Security may be forfeited:
- (a) If a Tenderer withdraws its tender during the period of tender validity; or invalidates its tender pursuant to paragraph 11; or modifies his tender unilaterally during the period of tender validity.

- (b) in case of a successful Tenderer, if the Tenderer:
  - (i) fails to sign the contract in accordance with to paragraph 28.2;
  - (ii) fails to furnish the Performance Security in accordance with paragraph 29; or fails to refuse to accept the correction of errors pursuant to paragraph 23.4.

13.10 Tender Security shall not carry any interest.

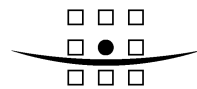
#### **14 FORMAT AND SIGNING OF TENDER**

- 14.1 The Tenderer shall prepare the required number of copies of the tender as specified in the Tender Data, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER” as appropriate. In the event of any discrepancy between them, the original tender shall govern.
- 14.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorised to sign on behalf of the Tenderer. The name and position held by each person signing must be typed or printed below the signature. Such authorisation shall be established by written Power of Attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialled by the person or persons signing the tender.
- 14.3 Any interlineations, erasures or overwriting will be valid only if they are initialled by the person or persons signing the tender.

#### **15 SEALING AND MARKING OF TENDERS**

- 15.1 Tenderers must follow the procedure set out below when submitting tenders:
- 15.2 Tenderers are to submit their tenders in “TWO BID SYSTEM”, in two separately sealed envelopes, as detailed below, with Tender fee in separate envelope in case of downloading from website pursuant to paragraph 1.7.4 above.

- (a) **“PART 1: Techno-Commercial Bid”** and marked thus clearly on the envelope. This shall contain:
  - (i) Tender Security pursuant to paragraph 13 (in a separate sealed envelope);
  - (ii) Letter of Tender (Vol. II) with prices blanked and Appendix to Tender duly stamped & signed;
  - (iii) Completed Qualification Forms as defined in Appendix A – Qualification Criteria, of this document plus supporting documentation viz order copy, work completion certificate indicating commencement and completion of order issued by the Purchasers;
  - (iv) Proforma Price Schedule (Schedule I – Price Schedule of Vol. II) **blanking the prices and indicating “Quoted/Not quoted” as the**



**case may be; along with list of recommended spares for 5 years.**

- (v) Information as defined under paragraph 9.1(i);
- (vi) Information as defined under paragraph 9.1(j);
- (vii) Information as defined under paragraph 9.1(k);
- (viii) Schedule II (Subcontractors), Schedule III (Deviations from Employers Requirements) and Schedule IV (Deviations from Condition of Contract) placed in Volume II of tender documents – with the prices blanked.

**Note: The Schedules included, wherever the prices are blanked, shall be the same as included in the Price Bid.**

- (ix) Detail specifications of the Shipyard Transporter offered by the Contractors, which should include the type, make, capacity, rating, specifications etc. of major components;
  - (x) A complete tender document and addendum, if any, issued by the Employer (or downloaded from the Employer's website by the Tenderer) duly endorsed (signed & stamped) at the bottom by the Tenderer.
  - (xi) A Power of Attorney, duly authorised by a Notary Public indicating that the person(s) signing the Tender have the authority to sign the Tender and thus the Tender is binding upon the Tenderer;
  - (xii) Statement indicating that Tenderer is fully complying with tender terms.
- (b) **“PART 2: Price Bid”** and marked thus clearly on the envelope. This shall contain only the price part of the tender:
- (i) Letter of Tender (placed in Volume II of tender documents) completely filled in;
  - (ii) Price Schedules completely filled in (Schedule – I). Refer Volume II
  - (iii) Schedule II (Subcontractors), Schedule III (Deviations from Employers Requirements) and Schedule IV (Deviations from Condition of Contract) completely filled in. (Refer Volume II.)

15.3 Both the envelopes, containing Part 1 and Part 2 bid respectively as indicated above, should be sealed in outer envelope.

15.4 Both inner and outer envelopes shall:

- (a) be addressed to the Employer's mailing address specified in the Tender Data at para 6.1 of this document.

(b) bear the identification specified in the Tender data.

- 15.5 No tender shall be accepted unless it is properly sealed. Tenderers shall not be allowed to fill in or seal their tenders at the Employer's office.
- 15.6 If the packet and envelopes are not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender submitted. A Tender opened prematurely due to this cause will be rejected by the Employer and returned to the Tenderer.
- 15.7 Telegraphic, faxed or emailed tenders will be treated as defective, invalid and rejected. Only detailed complete tenders in the form indicated in paragraphs 15.1 to [15.6](#) above received prior to the closing time and date of the tenders will be taken as valid.

## **16 DEADLINE FOR SUBMISSION OF TENDERS**

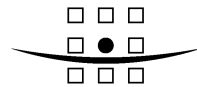
- 16.1 Tenders must be received by the Employer at the **address, time & place** indicated in the Tender Data under paragraph 16.1 no later than the time and date specified in the Tender Data.
- 16.2 The Employer may extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 7, in which case all rights and obligations of the Employer and Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **17 LATE TENDERS**

- 17.1 Any tender received by the Employer after the deadline prescribed in paragraph 16 will be rejected and returned unopened to the Tenderer, after due noting in the Tender register.

## **18 OPENING THE "TECHNO-COMMERCIAL" PART OF THE TENDER BY THE EMPLOYER**

- 18.1 The Employer will open the "Part 1 Techno – Commercial Bid" of Tenders received in time in the presence of Tenderers' authorised representatives who choose to attend, at the time and in the place specified in the Tender Data. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 18.2 When opening the "Part 1 Techno – Commercial Bid" of a Tender, the Employer will ascertain whether the Tenderer has submitted the Tender Security. In the absence of payment of Tender Security the "Part 1 Techno – Commercial Bid" of the Tender shall not be considered further for evaluation and such Tenders shall be considered as non-responsive and shall be rejected outright.
- 18.3 The bidder's name, deviations (if any) from Technical Requirements and Conditions of Contract and the payment of the Tender Security and such other details as the Employer, at its discretion, may consider appropriate will be announced and recorded at the opening.



## **19 CLARIFICATION OF THE “TECHNO-COMMERCIAL” PART OF THE TENDERS**

- 19.1 To assist in the examination, evaluation and comparison of the Part 1 “Techno – Commercial” part of the Tenders, the Employer may at its discretion, seek from the Tenderers individual clarification of their Tenders if so required. The request for clarification and the response shall be in writing by mail or by fax / e-mail followed by a confirmatory copy by mail, but no change in the rates and prices or substance of the Tender shall be sought, offered or permitted.

## **20 OPENING THE “PRICE BID” PART OF THE TENDERS BY THE EMPLOYER**

- 20.1 After receiving all clarifications as in paragraph 19.1 above, the “Part 2 Price Bid” shall be opened of only those short-listed Tenders which, in the view of the Employer, have met the requirements of the Employer in the “Techno-Commercial Bid (Part 1)”. The date, time and address shall be intimated by Employer to all short listed Tenderers. Employer decision in this regard is final.
- 20.2 The Employer will open the “Part 2 Price Bid” in the presence of the Tenderer's authorised representatives who choose to attend. The Tenderer's representatives who are present shall sign a register evidencing their attendance. The Tenderer's name, prices, any discounts offered, and such other details as the Employer, at its discretion, may consider appropriate will be announced and recorded at the opening.

## **21 CLARIFICATION OF THE “PRICE BID” PART OF THE TENDERS**

- 21.1 To assist in the examination, evaluation and comparison of Tenders, the Employer may, at its discretion, seek from the Tenderers individual clarification of their Tenders if so required, including breakdown of unit prices / rates. The request for clarification and the response shall be in writing by mail or by fax / e-mail followed by a confirmation copy by mail, but no change in the rates and prices or substance of the Tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetical errors discovered by the Employer during the evaluation of the Tenders in accordance with paragraph 23.1 and 23.4.

## **22 PROCESS TO BE CONFIDENTIAL**

- 22.1 The tender evaluation process is confidential.
- 22.2 Information relating to the evaluation of tenders will not be disclosed to Tenderers or any other persons not officially concerned with such process.
- 22.3 Any effort by a Tenderer or its agents to influence the Employer's evaluation of tenders or award decisions, including the offering or giving of bribes, gifts or other inducement, will result in the invalidation of its tender and the forfeiture of its tender security, pursuant to paragraph 13.9 & paragraph 30.

## **23 EXAMINATION OF TENDERS**

- 23.1 Prior to the detailed evaluation of tenders, the Employer will examine the tenders to determine for each tender whether:
- (a) it is complete;

- (b) the documents have been properly signed;
- (c) it is accompanied by the required securities;
- (d) it is substantially responsive to the requirements of the tender documents.

23.2 A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one:

- (a) which affects in any substantial way, the scope, quality or performance of the goods;
- (b) which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Tenderer's obligation under the contract; or
- (c) the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.

The Employer's determination of a tender's responsiveness is to be based on the contents of the tender itself and Employer's / Engineer's decision in this regard shall be final.

23.3 If a tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conformity.

23.4 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

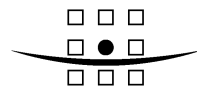
- (a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern;
- (b) where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall govern and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected.

23.5 If the successful Tenderer does not accept the correction of the errors pursuant to 23.4(a) and (b) above, this will be considered as invalidating its tender and the Tender Security may be forfeited pursuant to paragraph 13.9.

23.6 All items in the Schedules must be priced. If a Tenderer has included the price of associated items in the price of the main items this must be clearly stated and a price of zero must be entered for the respective associated items. For any item left blank, the Employer will consider quoted rate/amount as "zero".

## 24 EVALUATION AND COMPARISON OF TENDERS

- 24.1 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with paragraph 23. Grand total (i.e. total cost of Shipyard Transporter design, manufacture, fabricate, testing, supply & commissioning + recommended spares plus other charges as indicated in para-d below) shall be used for comparison of offers.
- 24.2 The Employer reserves the right to reject any deviations, variations or alternative offers which are not submitted in accordance with the tender documents.
- 24.3 In evaluating each tender, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- a) making any corrections for errors pursuant to paragraph 23.4;
  - b) adding the monetary costs of the “price tags”, if any, in respect of deviations from the Technical Requirements and Conditions of Contract, indicated by the Tenderers in Schedules III and IV.
  - c) “Foreign currencies shall be converted to Indian Rupee at the TT-selling rate prevailing on the day of opening of price-bid. If this day happens to be a bank holiday or non-transaction day, the exchange rate on immediate previous working day shall be adopted. Exchange rate published in the Economic Times (Indian Newspaper) shall be taken for computation.”
  - d) normalising the prices quoted by the Tenderer as under-
    - (i) If the payment terms (Schedule of Payments) vary from the Conditions of the Contract, prices quoted shall be normalised for the period of deviation and the quantum involved, by loading interest at the rates indicated below and that promulgated in MDL on the day of price bid opening.
      - For Indian Tenderers, Prime Lending Rate (PLR) of State Bank of India (SBI) +2%. The present PLR is 11.75% till 31.03.2010.
      - For Overseas Tenderers: At LIBOR (for currencies other than Euro) / EURIBOR (for Euro) + 2%. %. The present LIBOR 0.2506% p.a. and EURIBOR 0.6550% p.a. till 31.03.2010.
    - (ii) In case of deviations from Employer’s requirement as regards to the period of completion, load the price quoted @ 0.5% per completed week for additional completion period of work offered by the Tenderer over the Employer’s requirement.
    - (ii) For price comparison, the total price shall be arrived at as under:
      - (a) Total Base Price of Shipyard Transporter inclusive of cost of recommended spares for 5 years
      - (b) **Plus** Income-Tax & Service tax payable, if any, by the Employer, in case prices for providing Technical Services / Services Engineers are exclusive of these taxes.



- (c) **Plus** financial implications if any on account of commercial and financial deviations sought by bidder as per schedule –III & IV of VOL.II
  
- (d) Statutory levies are excluded while carrying out evaluation of bids to determine L1 in pursuance of MOD ID No. 3(1)/2002/D(S II) dtd: 04.10.2006.

## **25 EMPLOYER’S RIGHT TO ACCEPT OR TO REJECT ANY TENDER**

25.1 Notwithstanding paragraph 27, the Employer reserves the right to accept or reject any tender, and to cancel the tender process and reject all tenders at any time prior to award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer’s action.

## **26 AWARD CRITERIA**

26.1 Subject to paragraph 25 the Employer will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

## **27 NOTIFICATION OF AWARD**

- 27.1 Prior to the expiration of the period of tender validity, the Employer will notify the successful Tenderer by fax, confirmed in writing by registered letter, that its tender has been accepted.
  
- 27.2 The notification of award (hereinafter called the “Letter of Acceptance”) will constitute the formation of the contract, until the Contract has been affected pursuant to paragraph 28.
  
- 27.3 Upon the furnishing by the successful Tenderer of a performance security, the Employer will promptly notify the other Tenderers that their tenders have been unsuccessful and will discharge their tender security, pursuant to paragraph 13.

## **28 SIGNING OF CONTRACT AGREEMENT**

- 28.1 At the same time as the Employer issues the Letter of Acceptance to the successful Tenderer, the Employer will send the Tenderer the Contract Agreement pursuant to Volume II, incorporating the understanding between the parties.
  
- 28.2 Within twenty-one (21) days of receipt of the Letter of Acceptance, the successful Tenderer shall sign and date the Contract Agreement referred to in paragraph 28.1 and return it to the Employer.
  
- 28.3 The person signing the Contract Agreement shall be the person as described in para 14.

## **29 PERFORMANCE SECURITY**

- 29.1 Within twenty-eight (28) days of receipt of the Letter of Acceptance from the Employer, the successful Tenderer shall furnish to the Employer a Performance Security in accordance with the Conditions of Contract, in the form provided in Volume II or in another form acceptable to the Employer.
- 29.2 Failure of the successful Tenderer to comply with the requirements of paragraph 28.2 or paragraph 29.1 shall constitute sufficient grounds for the cancellation of the contract award and forfeiture of the Tender Security.

## **30 CORRUPT OR FRAUDULENT PRACTICES OR USE OF UNDUE INFLUENCE**

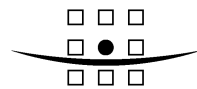
- 30.1 The highest standard of ethics shall be observed during the procurement and execution of the contract. In pursuance of this policy, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official, or the threatening of injury to person, property or reputation, in connection with the procurement process or in contract execution in order to obtain or retain business or other improper advantage in the conduct of business; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practices among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that a Tenderer recommend for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible indefinitely or for a stated period of time, to award the contract if it is determined, at any time, that:
- (i) the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; or
- (ii) the firm has been found by a judicial process or other official inquiry to have engaged in corrupt or fraudulent practices.

- 30.2 Further more, Tenderers shall be aware of the provisions stated in Sub-Clauses 1.12 and 15.2 of the Conditions of Contract.

### **30.3 Use of Undue Influence**

- 30.3.1 The Tenderer/ Contractor undertakes that he has not given, offered to promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Employer or otherwise in procuring the contract or forbearing to do or for having done or forborne to do



any act in relation to the obtaining or execution of the Contract with the Employer for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Employer. Any breach of the aforesaid undertaking by the Tenderer /Contractor or any one employed by him or action on his behalf (whether or with or without the knowledge of the Tenderer / Contractor) or the commission of any offence by the Tenderer/ Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Employer to cancel the contract and all or any other contracts with the Contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the Employer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Contractor.

- 30.3.2 The Tenderer / Contractor shall not offer or agree to give any person in the employment of Employer any gift or consideration of any kind as “inducement” or “reward” for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid by the Tenderer/ Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Tenderer / Contractor) or the commission of any offence of the Tenderer / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and / or the Prevention of Corruption by Public Servants, shall entitle Employer to cancel the contract/s and all or any other contracts and then to recover from the Tenderer / Contractor the amounts of any loss arising from such contracts’ cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Employer.
- 30.3.3 In case it is found to the satisfaction of the Employer that the Tenderer / Contractor has engaged an Agent or paid commission or influenced any person to obtain contract as described in clauses relating to Agents / Agency commission and use of undue influence, the Contractor/ Bidder on specific request of the Employer shall provide necessary information / inspection of the relevant financial document/ information.

### **31 REJECTION OF THE TENDERS/OFFERS**

- 31.1 Tenders received by the Employer shall be categorically rejected in case of the following:
- a. Tenders received after deadline for submission of Tenders
  - b. Shorter validity period than specified by the Employer
  - c. Declining to submit Performance Security for the amount and period specified in the Tender.
  - d. Tenderer not offering Defect notification period as specified by the Employer.

- 31.2 Following bid rejection criteria may render the bids liable for Rejection.
- a. Tenderers not meeting the minimum criteria specified as qualification requirements.
  - b. Non-furnishing Tender Security or submitting Tender Security for a lesser amount and lesser period than that specified in the Tender.
  - c. Non-acceptance of liquidated damage clause.
  - d. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender. Employer decision in this regard is final.
  - e. Tenders that are not substantially responsive to the requirements of the tender documents as per para-5 and 9.
  - f. A Tender opened prematurely due to this cause will be rejected by the Employer for incorrect Sealing and Marking of Tender and returned to the Tenderer.
  - g. Tender(s) with technical requirements and or terms not acceptable to Employer.
  - h. The Placement of Order/ award of Contract shall be subject to the Security clearance from the Employer/ Ministry of Defence, since the successful Bidder/ Contractor will be required to work / install the Crane in defence sensitive area.

### **32 PUBLIC GRIEVANCE CELL**

A Public Grievance has been set up in the Employer. Members of Public having complaints or grievance are advised to send their complaints / grievances in writing for redressal.

### **33 BANNED OR DE-LISTED TENDERER/ FIRMS / VENDORS**

The Tenderer / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

## TENDER DATA

The following tender specific data for the Services and Goods to be supplied shall amend and/or supplement the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in the ITT.

### Instructions to Tenderers:-

#### Para. ref

#### Para 1.1 Name of Employer

The Employer is:-

MAZAGON DOCK LIMITED, MUMBAI.

#### Para 4.1 Pre-Tender Meeting

Pre-tender meeting is scheduled on 24<sup>th</sup> FEBRUARY 2010 at 14:00Hrs. Tenderer to confirm their participation in the said meeting 3-4 days in advance by fax/ E-mail indicating details of person(s), Name of Firm, contact details attending the said meeting. Further, all queries shall be forwarded one week prior to the scheduled date of Pre-Tender meeting.

#### Para 6.1 Employer's Mailing Address

The Employer's mailing address is:-

General Manager (PS-MMP)  
MAZAGON DOCK LIMITED,  
Mazdock Modernisation Project , 3<sup>rd</sup> Floor, Alcockyard Building,  
Dockyard Road  
Mumbai, 400010  
India

Tele: +91(22)23738335 +91(22)23755095  
Fax: +91(22) 23738335 , 2321717, 23711216  
e-mail: mdlmmp@mazagondock.gov.in  
website: www.mdlindia.com

All requests for clarification must be submitted in English.

A copy of the request for clarification must be sent to the Engineer at following address:

Haskoning Nederland B.V.  
C/O Marlborough House  
Marlborough Crescent  
Newcastle upon Tyne  
NE1 4EE  
United Kingdom

Attention: Mr S.R. Cross

Tel: +44 (0)191.2111300  
Fax: +44 (0)191.2111313  
e-mail: s.cross@royalhaskoning.com

The Engineer will respond to requests for clarification on behalf of the Employer.

**Para 8 Language of Tender**

The tender prepared by the Tenderer and all correspondence and comments relating to the tender exchanged by the Tenderer and the Employer shall be written in the English language. **Supporting documents, documentary evidences with regard to qualification criteria and printed literature could be in other language, provided they are accompanied by an appropriate translation in English** duly notarised. For the purpose of the tender, interpretation given in English language shall prevail.

**Para 9.1(i) Conformity of Goods and Services**

The Tenderer shall furnish, as part of its tender, documentary evidence establishing the conformity to the tender documents of all goods and services, which the Tenderer proposes to supply under the Contract.

The documentary evidence of the goods' and services' conformity to the tender documents may be in the form of literature, drawings and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the main items of equipment being supplied and the proposed manufacturer of each of these items;
- (b) a recommended list of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Shipyard Transporter for a period of 20 years following commissioning. The list should give full particulars and prices for the supply of these parts by the Tenderer. The Employer will decide which spare parts to purchase and will inform the successful Tenderer at award. The Tenderer shall be prepared to supply whatever items are chosen from the list by the Employer, in whatever quantities are chosen by the Employer, at the prices quoted in the tender.

**Para 9.1(k) Other Material Comprising Tender**

- (a) Detailed method statement for assembly if any, indicating;
  - Programme in the form of a bar chart.
  - Temporary works, if any, including drawings.
  - Resource levels i.e. Labour, plant and equipment to be deployed.
  - Limitations and restrictions on the Employers normal operations, if any
- (b) Details as required in clause 48.1 & 48.2 (Service Network & 5 years spares) of the Employers Requirements (Volume III).

**Para 10.3 Breakdown of Tender Prices**

Tenderers shall submit the Schedules using the sample proforma in Volume II for guidance ( Example: Price Schedule-I for indicating the breakdown of Total Prices)

**Para 11.1 Period of Tender Validity**

Tenderers shall remain valid for 120 calendar days after the latest date for submission of tenders

**Para 12.1 Tender Currencies**

The overseas Bidders to quote in their own currencies the Tender Prices on FOB port of despatch and CIF Mumbai port. However, the expenditure if any to be incurred in India to be also indicated, in Indian Rupees.

For the Indian Bidders the prices shall be quoted in Indian Rupees and foreign currency. Provision is made within the Price schedules (Schedule-I) for the Tenderer to quote in Indian Rupees and foreign currencies. However, Indian bidders to quote the exchange rate considered in respect of the Foreign component, at the time of submission of their Bid.

**Para 13.1 Tender Security**

The amount of tender security shall be Indian Rs .600,000.00 (Rs. SIXL LAKHS ONLY) or the equivalent in foreign currency.

**Para 14.1 Copies of Tender**

“ONE ORIGINAL COPY” PLUS “ THREE XEROX COPIES“ of all submitted documents are to be provided in English. THE SUPPORTING DOCUMENTS OF FOREIGN BIDDERS MUST BE TRANSLATED IN ENGLISH DULY NOTARISED STAMP & SEAL.

**Para 15.4 Tender Identification**

The inner and outer envelopes in which the Tender is submitted shall be addressed to the Employer and shall bear the following identification:

**Mazdock Modernisation Project**

**Tender for Shipyard 150T Transporter Contract**

**Tender No: MMP/ST/19 Dated: 03<sup>rd</sup> February 2010**

**DO NOT OPEN BEFORE 14.00 hrs. (IST) ON 05<sup>th</sup> May2010**

**Para 16.1 Deadline for Submission of Tenders**

**14.00 Hrs. on 05<sup>th</sup> MAY 2010.**

**Place:** Tender Box marked, as MMP Tender box is located in Mazagon Dock Limited, Reception Centre located in North Yard.

**Para 18.1 Opening of Tenders by Employer**

Tenders will be opened AT 14:00 Hrs at the following address immediately after collecting the same from the Reception Centre.

General Manager (PS-MMP)  
MAZAGON DOCK LIMITED,  
Mazdock Modernisation Project,  
Alcockyard Building, 3<sup>rd</sup> Floor,  
Conference Room  
Dockyard Road  
Mumbai, 400010  
India

## APPENDIX A – QUALIFICATION CRITERIA

# **MAZDOCK MODERNISATION PROJECT**

## **SHIPYARD TRANSPORTER CONTRACT**

### **APPENDIX A – QUALIFICATION CRITERIA**

#### **SECTION 1 - INSTRUCTIONS**

##### **1 GENERAL**

The Tenderer must meet the minimum criteria regarding the Tenderer's specific and particular experience and financial capabilities, specified in this document, as demonstrated by the Tenderer's responses provided in the Forms at Section 2 and other requested documentation.

##### **2. PREPARATION OF THE SUBMISSION**

- 2.1 Information should be submitted in the formats specified in the forms included with these qualification documents – see Section 2.
- 2.2 The Tenderer shall submit forms and documentation specified in the Qualification Criteria.
- 2.3 Failure by the Tenderer to provide information, which is essential to evaluate the Tenderer's qualifications, or to provide timely clarification or substantiation of the information supplied may result in disqualification of the Tenderer.
- 2.4 The completed forms and supporting documentation must be received as part of the Tender submission for the Shipyard Transporter Contract as defined in the Instructions to Tenderers, and is to be submitted with the Tenderers Part 1 – Techno-Commercial Bid.

##### **3. QUALIFYING CRITERIA**

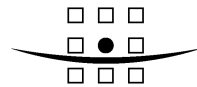
- 3.1 The Tenderer shall meet the minimum Qualifying **criteria** wherever indicated in the Section 2 Forms.

**SECTION 2: FORMS**

**FORM (1) GENERAL INFORMATION**

1. <i>Name of firm</i>	
2. <i>Head office address</i>	
3. <i>Telephone</i>	<i>Contact</i>
4. <i>Fax</i>	<i>Telex</i>
5. <i>Place of incorporation/registration</i>	<i>Year of incorporation/registration</i>

*Note: In addition to above, where the Tenderer proposes to use named subcontractors for critical components of the works, or for works in excess of 10% of the value of the whole works, the above information should also be supplied for the specialist subcontractor(s).*

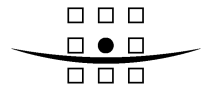


**FORM (2) SPECIFIC EXPERIENCE**

*The Tenderer must demonstrate for items below of having performed the stated activities.*

*Documentary evidence such as certificates or letters from the client shall be provided.*

<b>Form 2.1 Activity : Tenderer/ SHIPYARD TRANSPORTER SUPPLIER OR OEM</b>	
Note:	
(1) <b>Tenderer should have supplied at least 150 T capacity Tyre Mounted Transporter in last SEVEN years.</b>	
(2) <b>Tenderer to append the previous Order copies and work completion certificate as evidence of past performance on similar supplies for last SEVEN years.</b>	
Project:	
Dates (start & completion):	
Client and/or Consultant's reference:	
Details of Shipyard Transporter supplied	



<b>Form 2.2 Activity: Service Network &amp; Mechanism</b>	
<b>The Tenderer should give details of their service network and mechanisms to demonstrate how they would attend to Shipyard Transporter breakdowns and repairs</b>	
Details of Service Network	

### FORM 3: PARTICULAR EXPERIENCE RECORD

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Name of TENDERER :

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#### 3.1 The tenderer shall be required to meet the following minimum criterion:

Experience of having successful completed similar works\* during the last 7 years ending last day of month previous to the one in which application are invited should be either of the following: -

- a. Three \*similar completed works each costing not less than the amount equal to Rs 1.60 crores (Rupees Sixteen Millions only) or US \$ 0.36 million

OR

- b. Two \*similar completed works each costing not less than the Rs.2.00 crores (Rupees Twenty Millions only) or US \$ 0.45 million

OR

- c. One \*similar completed work costing not less than the Rs. 4.00 crores (Rs. FORTY MILLION ONLY) or US \$ 0.89 million.

OR

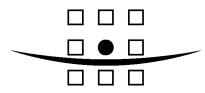
- e. Jobs of similar nature completed in a span of 12 months totalling to not less than Rs.3.00 CRORES ONLY (Rupees Thirty Millions Only) or US \$ 0.67 million.

- **Similar Works: These are defined TENDERER HAVING EXPERIENCE IN DESIGN, MANUFACTUER, DELIVERY TO SITE, ON-SITE ASSEMBLY, INSTALLATION & COMMISSIONING OF TYRED MOUNTED SHIPYARD TRANSPORTER.**
- **(Considering 1 US \$ = INR 45/-)**

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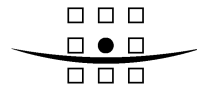
Note:

- The tenderer is requested to clearly indicate under which of the above minimum criteria (i.e. a, b or c) he wishes to qualify. The tenderer should accordingly submit Form 3.1 (a, b c or d) the list of contract meeting the specified minimum criteria.** The necessary work completion certificates and copy of Contract for each of the listed contracts is to be submitted in this section translated in English and duly notarised .
- Incomplete project as on stipulated cut off date shall not be considered for qualification.
- Tenderer to furnish latest contact details of client / employer (such as telephone / Fax no / email / postal address and contact person etc) for each listed Projects.
- Where the Tenderer proposes to use named subcontractors for critical components of the works, or for work contents of 10 percent of the value of



**ROYAL HASKONING**

the whole works, the information in the form 3.1 should also be supplied for each specialist subcontractor.

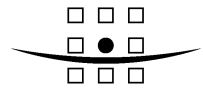


**FORM 3.1: Details of Contracts of Similar Nature and Complexity**

Name of TENDERER:

*Use a separate sheet for each contract.*

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Employer	
3.	Address of Employer	
4.	Nature of works and special features relevant to the contract for which the Tenderer wishes to qualify	
5.	Contract role (check one) <input type="checkbox"/> Sole contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Partner in a joint venture	
6.	Value of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts).	
	Currency	Currency                      Currency
7.	Equivalent value in Rupee's	
8.	Date of award	
9.	Date of completion	
10.	Contract/subcontract duration (years and months) _____ years                      _____ months	
11.	Specified requirements	
12.	For sole/prime contractors, indicate the approximate Rupee amount and nature of substantial work (more than 10% in contract value) undertaken by subcontract, if any.	



**FORM (4) SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS / WORKS  
IN PROGRESS**

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Name of tenderer

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*Tenderers should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.*

<i>Name of contract</i>	<i>Value of outstanding work</i>	<i>Estimated completion date</i>
1.		
2.		
3.		
4.		
5.		
6.		

**FORM (5) FINANCIAL CAPABILITY**

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Name of Tenderer

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*Tenderers should submit the following:*

- 1) Copy of the audited certified balance sheets / Profit & Loss account for last 3 years for the last three years*
- 2) solvency certificate issued by their reputed Bankers.

**FORM (6): PERSONNEL**

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Name of Tenderer

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*The Tenderer shall provide the details of qualified personnel with designation, qualification and experience.*

**FORM ( 7 ) EQUIPMENT / MACHINERY AVAILABLE**

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Name of Tenderer

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*Tenderers should provide information of major equipment / machinery available with the Contractor. The information should be also provided for any sub-contractors.*