



**Mazdock Modernisation Project  
100 Tonne Level Luffing Jib Crane Contract**

**Tender Documents**

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

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

**Volume III (Employers Requirements)**

**Tender No. **MMP/LLC/100T/01** Date: 24<sup>th</sup> November **2008****

**(TO BE SUBMITTED IN TWO BID SYSTEM)  
PART I: TECHNO-COMMERCIAL BID  
PART II: PRICE BID**

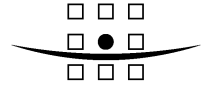
**Mazagon Dock Ltd.  
Mumbai**

**November 2008  
3H6543/R011 Vol. I Final**

**Mazdock Modernisation Project**  
**100 Tonne Level Luffing Jib Crane Contract**  
**Volume I**  
**Instructions to Tenderers and Tender Data**

Mazagon Dock Ltd.  
Mumbai  
November 2008  
Final  
3H6543/R011 Vol. I

A COMPANY OF



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**100 Tonne Level Luffing Jib Crane  
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**Volume I:  
Instructions to Tenderers and Tender Data**

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# **Mazdock Modernisation Project**

## **100 Tonne Level Luffing Jib Crane Contract**

Tender No. **MMP/LLC/100T/01** Date: 24<sup>th</sup> November 2008

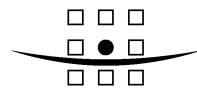
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<b>VOLUME I</b>	<b>INSTRUCTIONS TO TENDERERS AND TENDER DATA</b>
VOLUME II	CONDITIONS OF CONTRACT
VOLUME III	EMPLOYERS REQUIREMENTS

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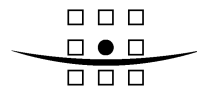
## **Mazdock Modernisation Project**

### **100 Tonne Level Luffing Jib Crane Contract**

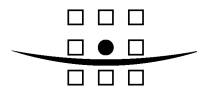
#### **INSTRUCTIONS TO TENDERERS**

##### **1 SCOPE**

- 1.1 The Employer, as defined in the Tender Data, invites tenders for the supply of the 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 The following information is included within these Instructions for guidance only. Tenderers are to familiarise themselves with any limitations and constraints within the Site and local area. The Employer will not be held liable for the accuracy or validity of information provided within this tender document. Tenderers are free to verify this information prior to Tender at their own cost
  - Drawing H6543/TD/0018 rev-T0 - Site Layout
  - Drawing H6543/TD/0019 rev-0- Crane Rail Details
  - Drawing H6543/TD/0020 rev-0 - Site Layout and Bathymetric Survey.
  - Drawing H6543/TD/0022 rev-0 – Level Luffing Cranes: Layout of Site Showing Constraints
  - Drawing H6543/TD/1657 rev-0 - Wet Basin South Quay
  - Drawing H6543/TD/7601 rev-0 – Buildings and Wet Basin Electrical Services General Arrangement
  - Drawing H6543/TD/7216 rev-0 – Buildings Line Diagram for Sub-Station-B and Cradle Assembly Shop and Stores-Main L.T.Panels Part-1
- 1.4 The Tenderer's attention is directed specially to the fact that ship building work on the existing slipways and the Submarine Dry Dock in the Employer's Yard and other allied work in the vicinity of the Site shall be continued during the currency of the Contract. Also during the contract period other contractors will be undertaking works as part of the Mazdock Modernisation Project. The Contractor's operations and activities should not pose any hindrance or hazard to these activities. These works are described in Volume III, of the Employers Requirements, Clause 17 Crane Location, Site Conditions and Limitations.



- 1.5 All Tenders are to be completed and returned to the Employer in accordance with these Instructions to Tenderers.
- 1.6 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.
- 1.7 The 100t Level Luffing Jib Crane will be erected on the South Quay of the new Wet Basin, which is being constructed under a separate Contract, shown on the proposed layout drawing H6543/TD/0022. The crane rails will be supplied and laid by the Wet Basin Contractor.
- a) The Employer draws to the attention of the Tenderer that there is no space available on site to carry out fabrication works.
- b) Tenderer should fabricate the components of the crane at contractor’s workshop and transport these components to the MDL site and assemble these components at site in the area demarcated as shown in the drawing no- **H6543/TD/0022 rev-0**.
- c) Transportation of the fabricated crane components from the contractor’s workshop to MDL site is a critical activity, and may require transportation to the erection site by barge. Components that are as large as practical will be imported/transported to site by barge and assembly will take place on the new South Quay as indicated on drawing **H6543/TD/0022 rev-0**.
- d) It is required that the Tenderer should study the requirement by visiting the site, carry out the detailed site constraints, finalise the transport method for the 100 T LL crane. It is therefore required that the Tenderer should finalise and submit the transportation method in the technical bid and is also required to give a technical presentation of the Transportation Methodology at the time of Technical Negotiation.
- e) The Erection of shipyard type Level Luffing Jib Crane is a difficult & complex activity, in view of the physical constraints at the site. It is therefore required that the Tenderer finalises the experienced agency to perform this activity and confirm in the technical bid. The Tenderer should study the requirement by visiting the site, carryout a detailed site constraints, finalise the Erection Methodology for erecting the Crane. Tenderer should confirm the feasibility of erecting the shipyard type Level Luffing Jib Crane and submit the Erection Methodology along with all necessary inputs, information etc to demonstrate the same. It is required to give a technical presentation of the Erection Methodology at the time of Technical Negotiation. Also all the Temporary works (including the associated civil works) for Erecting Crane are part of Tenderers Scope of Works and to be quoted without any exceptions.



- 1.8 Access to this area is very restricted. Contractors shall therefore provide with their Tender detailed requirements of the area(s) they require during the site assembly of the crane including all temporary works that may be necessary. These requirements are to also identify any further limitations and restrictions on the construction of other works and buildings identified on drawing H6543/TD/0022.
- 1.9 Complete Tender documents can be downloaded from MDL website <http://www.mdlindia.com/mmp.htm> as Adobe Acrobat PDF files. Tender fee of Rs. 1000 (Rupees One Thousand 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.
- 1.10 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 Additional General Manager (PS-MMP), Alcock Yard, MDL, Mumbai 400010.

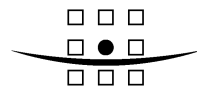
In case of tenderer desire to obtain the tender documents in Compact Disc (CD), PDF format, by post an additional fee of Rs. 100 (Rupees One Hundred Only) shall be charged from indigenous tenderer. Thus the tender fee will be Rs.1100 (Rupees One Thousand One Hundred Only) and to be paid as stated above. 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.

Tender fee and postal charge stated above are non refundable.

- 1.11 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".
- 1.12 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 days

## **2 ELIGIBILITY AND QUALIFICATION**

- 2.1 This Tender is open to all Principal Parties – Original Equipment Manufacturer (hereinafter referred to as the "Contractor") having experience in design supply, fabricate, transport to site, install / erect, test and commission of crane of similar type and capacity. 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.



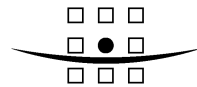
- 2.2 No affiliate of the Employer shall be eligible to tender or participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the Employer and the affiliate.
- 2.3 Where a firm, its affiliates 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. Decision of Employer for para 2.2, 2.3 and 2.4 is final.
- 2.5 If the tenderer is a joint venture formed of two or more companies, the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.
- 2.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
- a) The successful Tenderer shall sign the Contract which will be legally binding on all partners;
  - b) One of the partners shall be authorized to act as leader of joint venture; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;
  - c) The leader of the joint venture shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the leader of the joint venture;
  - d) Notwithstanding clause (c) above, all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub para (b) above as well as in the Tender Form and the Contract Agreement (in case of a successful Tender); and
  - e) A copy of the joint venture agreement confirming the above aspects, including apportioning of work between the partners, by nature of work, duly signed by legally authorized signatories of all the partners in the presence of a Magistrate of an Indian Court of Law / Notary Public on a valid stamp paper, shall be submitted with the Tender.

### **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 6<sup>th</sup> January 2009 at 1030Hrs. 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.

- 4.2 The Tenderer 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 construction of the Works. The cost of visiting the Site/pre-tender meeting 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, comprising;
- a) Particular Site Conditions and Requirements
  - b) 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.

## **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 and the Engineer no later than twenty-one (21) 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 / Engineer’s response (including a description of the enquiry but without identifying the 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. However the clarifications/response from Employer/Engineer will be available on the MDL web site.
- 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 1.9.

## **7 AMENDMENT OF TENDER DOCUMENTS**

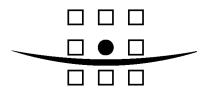
- 7.1 At any time prior to the deadline for submission of tenders, the Employer may amend the tender documents by issuing addenda.
- 7.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by fax or by e-mail to all prospective Tenderers that have received the tender documents or have notified the Employer in case of downloading from website. Prospective Tenderers shall acknowledge receipt of each addendum by fax or by mail 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 website and have failed to notify the Employer as per para 1.9. However, addendum, 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) & V (Daywork



Schedule) 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.
- (d) Detail specifications of the crane offered by the Contractors, which should include the type, make, capacity, rating, material specifications etc. of major components;
- (e) A complete tender document, drawings and addendum, if any, issued by the Employer (or downloaded from the Employer’s website by the Tenderer) duly endorsed on each page (signed & stamped) at the bottom by the Tenderer.
- (f) 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;
- (g) 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;
- (h) 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 cranes for a period of 20 years following commissioning of the crane.
- (i) Project schedule / programme indicating major activities from award of Contract till taking over by the Employer (An indicative project schedule number 3H6543/0025 dated 10/08/06 of the Employer is enclosed. Duration of activities indicated in the schedule are valid. However finish date of activity no.91 i.e. L.L Tender period, be considered as the date of opening of Techno-commercial bid & ID. No-96, i.e L.L construction duration be read as 463 days instead of 475 days).
- (j) 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;
- (k) 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 Tenderers's alternate / counter conditions. The attention of Tenderers is drawn to the provisions of paragraph 23 of this document regarding rejection of Tenders which are not substantially responsive to the requirements of the tender documents.

- (l) Value added tax (VAT) / TIN (Tax Identification Number) and Permanent Income Tax Account Number (in case of domestic Tenderers);
  - (m) Statement indicating that Tenderer is fully complying with the Tender terms or otherwise.
  - (n) Detailed method statement for the transportation of crane components and crane erection.
- 9.2 Tenderers shall submit offers that comply with the requirements of the tender documents.

## **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 (ERV) for Indian Tenderer, 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.

## **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.
- 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 13.9 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 Bankers 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 days (35) days beyond the validity of the tender.
- 13.4 The bank issuing the tender security, as per the format given in Volume II, shall be nationalised banks/scheduled banks excluding co-operative banks in case of indigenous supplies.
- 13.4.1 As far as foreign supply is concerned, bank guarantee can be from Bank of International repute. It is preferable that a foreign supplier;
- a. Submits the bank guarantee from a bank located in Mumbai and /or
  - b. Submits the Bank Guarantee from a nationalized, scheduled bank in India excluding co-operative banks.
  - c. Submits the bank guarantee from the Indian branches of a foreign bank.
  - d. Submits bank guarantee from a bank of international repute through Bankers of MDL.
- 13.5 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
- 13.6 Any tender not accompanied by an acceptable Tender Security will be rejected by the Employer as non-responsive pursuant to paragraph 23.
- 13.7 The Tender Security of unsuccessful Tenderers will be returned within thirty (30) days of the expiration of the tender validity period.
- 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 the 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 [11.2](#); 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 or refuses 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:

- (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;
  - (iii) Completed Qualification Forms as defined in Appendix A – Qualification Criteria, of this document plus supporting documentation;
  - (iv) Proforma Price Schedule (Schedule I – Price Schedule of Vol. II) blanking the prices and indicating “Quoted/Not quoted” as the case may be.
  - (v) Information as defined under paragraph 9.1(h);

- (vi) Information as defined under paragraph 9.1(i);
- (vii) Information as defined under paragraph 9.1(j);
- (viii) Information as defined under paragraph 9.1(n)
- (ix) 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.

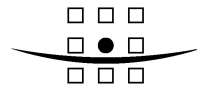
Note: The Schedules included, wherever the prices are blanked, shall be the same as included in the Price Bid.

- (x) Detail specifications of the crane offered by the Contractors, which should include the type, make, capacity, rating, material specifications etc. of major components;
  - (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 or otherwise.
  - (xiii) 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.
- (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.
- 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 indicated in the Tender Data under paragraph 6.1 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**

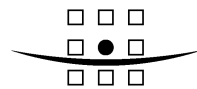
- 17.1 Any tender received by the Employer after the deadline prescribed in paragraph 16 will be rejected and returned unopened to the Tenderer, after due noting in the Tender register.

## **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.

## **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;

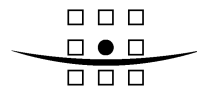
- (d) it is substantially responsive to the requirements of the tender documents.
- 23.2 A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents, without material deviation, reservation or omission. A material deviation, reservation 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.

- 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 ranking of bids shall be done on the basis of "all inclusive of terminal taxes, duties and levies". In these cases, the tenderer to indicate the break-up in respect of terminal taxes, duties and levies clearly and separately in their bid. The rates of terminal taxes, duties and levies can be justifiably considered to the extent legitimately allowable on the base amount indicated in the bid whenever changes



in terminal taxes, duties and levies rates takes place. (refer to schedule 1 Price Schedule in Vol-II)

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 bank holiday or non-transaction day, the exchange day on immediate previous working day shall be adopted. Exchange rate published in the Economic Times (Indian news paper) 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%. PLR rate at present is 13.75%.
    - For Overseas Tenderers: At LIBOR (for currencies other than Euro) / EURIBOR (for Euro) +2%. Presently, LIBOR @ 3.76% p.a. and EURIBOR @ 5.14% p.a.
  - (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
  - (iii) For price comparison, the total price shall be arrived at as under
    - Total of base price for Part-A, Part-B and Part-C
    - Plus all terminal taxes, duties, levies, income tax and service tax payable if any by the employer in case prices for providing technical services/service engineers are exclusive of these rates.
    - Plus any other deviations having financial implication.

## **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.

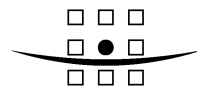
28.3 The person signing the Contract Agreement shall be the person as described in para 14.

## **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, 29.1 and paragraph 30 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 forbearing 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.

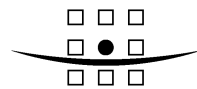
## **31 REJECTION OF THE TENDERS/OFFERS**

### **31.1 Tenders received by the Employer shall be categorically rejected in case of the following:**

- a. The bids received after tender closing date and time.
- b. Validity period indicated by bidders is shorter than that specified in the tender.
- c. Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.
- d. Bidders not agreeing to furnish Performance Bank Guarantee for equipment supplied / services rendered or not agreeing for retention of equivalent amount by MDL upto the period till completion of contractual and guarantee / warranty obligations.
- e. Bids received without Tender Security (other than those who are exempt from payment of Tender Security), as specified in the tender.
- f. Bidders not agreeing to provide assistance for installation of equipment supplied by them.
- g. 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. Bidder’s failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- b. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.



- c. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- d. Bids received without pre-qualification documents where required as per the tender.
- e. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- f. Bidders not agreeing to supply spares (on-board spares, B & D spares) / post sale product support / post work completion support.
- g. Wherever PVC is allowed as per Tender but the bidder (s) quoted fixed price or vice-versa.

### **32 PUBLIC GRIEVANCE CELL**

A Public Grievance Cell has been set up in the Company. Members of public having complaints or grievances 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.

### **34 PURCHASE PREFERENCE**

34.1 Purchase Preference is extended to bidders who are CPSE where the price quoted by the Public Sector Enterprise is within 10% of the lowest price in a tender, other things being equal. This is applicable as per the policy of the Govt. of India. The provisions relating to the Purchase Preference are as under :

- a. The CPSE's registered under Companies Act 1956 and statutory CPSE's will be eligible for Purchase Preference.
- b. Joint venture companies where holding of Govt. and / or CPSE's is 51% or more and joint ventures which are subsidiaries of CPSE's with CPSE's holding 51% equity or more are also eligible for joint ventures which are subsidiaries of CPSE's with CPSE's holding 51% equity for purchase preference.
- c. A minimum value addition of 20% by the CPSE/Joint venture units by way of manufacture and/or services would be a pre-requisite for availing purchase preference.
- d. Purchase Preference will also be available to only those privatized CPSEs where specific Govt. approval has been accorded for the specific periods from the date of disinvestments. It may be noted that in case the prices offered by the lowest bidder are found to be higher than the cost estimates or previous purchase rates, negotiations are to be held first with the lowest bidder. Thereafter the purchase preference to the Public Sector Enterprise should be considered based on the quoted prices.

## 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

The Tenderer or his authorised official representative is advised to attend a pre-tender meeting which will be conveyed at the MMP Project Office at the Employer's mailing address on 6<sup>th</sup> January 2009 at 10:30 hrs (IST).

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Tenderer are requested to submit their queries if any in writing by mail or by fax/e-mail followed by a copy of mail so as to reach the Employer and Engineer not later than one week before the meeting.

#### Para 6.1 Employer's Mailing Address

The Employer's mailing address is:-

MAZAGON DOCK LIMITED,  
Mazdock Modernisation Project (Alcock Yard),  
Dockyard Road  
Mumbai, 400010  
India

Tele: +91(22) 23773631 or +91(22) 23781561 extn: 4561

Fax: +91(22) 23751613

e-mail: mdlmmp@mtnl.net.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 and printed literature could be in other language, provided they are accompanied by an appropriate translation in English. For the purpose of the tender, interpretation given in English language shall prevail.

### **Para 9.1(h) 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 cranes for a period of 20 years following commissioning of the crane. 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(j) Other Material Comprising Tender**

- (a) Detailed method statement for the transportation of crane components and crane erection indicating;
  - Proposed Transportation of fabricated components to MDL site and erection methodology.
  - Programme for erection in the form of a bar chart.

- Temporary works including drawings.
  - Resource levels i.e. Labour, plant and equipment to be deployed.
  - Limitations and restrictions on the Employers normal operations.
- (b) Details as required in clause 21.4 (codes and standards) of the Employers Requirements (Volume III).
- (c) Details as required in clause 76.4 (works tests and test procedures) of the Employers Requirements (Volume III).
- (d) Details as required in clause 78.3 (performance tests) of the Employers Requirements (Volume III).
- (e) Details as required in clause 82.1 & 82.2 (Service Network & 5 years spares) of the Employers Requirements (Volume III).

**Para 10.2 This clause is not applicable.**

**Para 10.3 Breakdown of Tender Prices**

Tenderers shall submit the Schedules using the sample proforma in Volume II for guidance. The detailed content of the Schedules shall be determined by the Tenderer but will identify the cost of all elements under the following headings as a minimum requirement.

- (a) Preliminary and detailed design;
- (b) Fabrication and supply of major structural elements such as the crane jib, portal column, machinery house etc;
- (c) Manufacture and supply of Indian elements of the crane, including all mechanical and electrical and ancillary elements, but excluding (b) above;
- (d) Manufacture and supply of overseas elements of the crane, including all mechanical and electrical and ancillary elements, but excluding (b) above;
- (e) Site establishment, temporary works and supervision;
- (f) Installation and erection of the crane;
- (g) Final Testing and Commissioning.

Expansion of the content therein is at the discretion of the Tenderers, however should the above not be used the work content is to be adequately described under a separate heading. Work not priced in accordance with the above headings will be deemed to be included within the remaining elements. No liability will be accepted by the Employer if it is established at a later date that non-compliance with the above procedure has resulted in loss of earnings.

**Para 11.1 Period of Tender Validity**

Tenders shall remain valid for 180 calendar days after the latest date for submission of tenders

**Para 12.1 Tender Currencies**

The prices shall be quoted by the Tenderer in Indian Rupees and foreign currency. Provision is made within the Price schedules for the Tenderer to quote in Indian Rupees and foreign currencies. For each Item the Tenderer may give a split of the item to be paid in Indian Rupees and to be paid in foreign currency.

**Para 13.1 Tender Security**

The amount of tender security shall be Indian Rs.50 lakhs or the equivalent in foreign currency.

**Para 14.1 Copies of Tender**

One original and three copies of all submitted documents are to be provided in English.

**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 100 Tonne Level Luffing Jib Crane**

**Tender No: MMP/LLC/100T/01**

**DO NOT OPEN BEFORE 14.30 hrs on 23<sup>rd</sup> March 2009**

**Para 16.1 Deadline for Submission of Tenders**

**Indian time 14.00 hrs on 23<sup>rd</sup> March 2009**

**Para 18.1 Opening of Tenders by Employer**

Tenders will be opened at the address specified for the submission of tenders, 30 minutes after the deadline for submission of tenders specified in paragraph 16.1 above.

## APPENDIX A – QUALIFICATION CRITERIA

# **MAZDOCK MODERNISATION PROJECT**

## **100 TONNE LEVEL LUFFING JIB CRANE CONTRACT**

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

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

##### **1 GENERAL**

- 1.1 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 100T Level Luffing Crane Contract as defined in the Instructions to Tenderers, and is to be submitted with the Tenderers Part 1 – Techno-Commercial Bid.

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

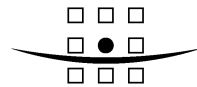
- 3.1 The Tenderer shall meet the minimum criteria wherever indicated in the Section 2 Forms.

**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>

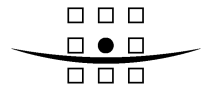
*Note: In addition to above, where the Tenderer proposes to use named subcontractors for critical components of the works, or for works in excess of 10% of the value of the whole works, the above information should also be supplied for the specialist subcontractor(s).*



**FORM (2) SPECIFIC EXPERIENCE**

*The Tenderer must demonstrate for items below of having performed the stated activities with in the last seven years ending on 31<sup>st</sup> March of previous financial year. Documentary evidence such as work order and work completion certificates or letters from the client shall be provided.*

<b>Form 2.1 Activity: Crane Manufacture</b> <b>Minimum Criterion:</b>	
Tenderer should be Principal Party – Original Equipment manufacturer who has designed, manufactured, erected, installed and commissioned a shipyard type level luffing jib crane of, or above, 80 T capacity in the last seven years ending on 31st March of previous financial year.	
Project:	
Dates (start & completion):	
Client and/or Consultant's reference:	
Details of crane supplied	
Partner in Tenderer's Joint Venture responsible for works carried out:	
If works done in Joint Venture Names of Joint Venture partners	
Precise details of own activities	



<b>Form 2.2 Activity: Service Network and mechanism</b>	
<b>The Contractor should indicate the details of their service network and mechanism to attend to Crane breakdowns and repairs within 72 hours of defect notification</b>	
Details of Service Network	

### FORM (3) PARTICULAR EXPERIENCE RECORD

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Name of Tenderer

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The Tenderer (as defined in FORM 2.1) shall be required to satisfy the following **minimum criterion**:

Successful experience as principal contractor in the execution of projects of a nature and complexity comparable to the proposed contract within the last 7 years, ending on 31<sup>st</sup> March of previous financial year in which applications are invited should be either of the following

Three \*similar completed works each costing not less than the amount equal to Rs 10, 00, 00,000 (Rupees ten crores) or US \$ 2.17 million

OR

Two \*similar completed works each costing not less than the Rs. 12,50,00,000 (Rupees twelve crores fifty lakhs) or US \$ 2.70 million

OR

One \*similar completed work costing not less than the Rs. 20,00,00,000 (Rupees twenty crores) or US \$ 4.35 million.

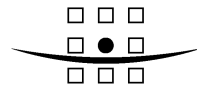
OR

Jobs of similar nature completed in a span of 12 months totalling to not less than Rs.9,50,00,000 (Rupees nine crore fifty lakhs) or US \$ 2.06 million.

**(Considering 1 US \$ = 46 INR)**

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\* **similar work means** design, fabrication, supply, installation, test & commissioning of a Shipyard type Level Luffing Jib crane of 80 T & above in the last seven years ending on 31<sup>st</sup> March of previous financial year.



**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) PERSONNEL**

**Form 5.1 Personnel Capabilities**

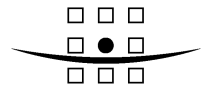
Name of Tenderer

*The Tenderer shall provide suitably qualified personnel to fill the following positions. For each position the Tenderer will supply information on a prime named candidate and a named alternate.*

<b>Position</b>	<b>Total Experience (Years)</b>	<b>In similar works (Years)</b>	<b>As manager of similar works (Years)</b>
<b>Headquarters</b>			
<i>Director</i>			
<i>Project Manager</i>			
<i>Design Manger</i>			
<b>Fabrication Facility</b>			
<i>Project Manager</i>			
<i>Fabrication Manager</i>			
<b>On Site</b>			
<i>Erection Engineer</i>			
<i>Commissioning Engineer</i>			
<i>Safety Manager</i>			

Name of Tenderer

Position		Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternate
<i>Candidate information</i>	1. Name of candidate	2. Date of birth
	3. Professional qualifications	
<i>Present employment</i>	4. Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title of candidate	Years with present Employer



*Summarise professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.*

<i>From</i>	<i>To</i>	<i>Company / Project / Position / Relevant technical and management experience</i>

**Form 5.2 Key Personnel Summary**

*For specific positions essential to contract implementation, Tenderers should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied in separate sheets using one Form) for each candidate.*

1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name of alternate candidate
4.	Title of position
	Name of prime candidate
	Name of alternate candidate

**FORM (6) FINANCIAL CAPABILITY**

Name of Tenderer

*The Tenderer shall meet the following **minimum criteria**:*

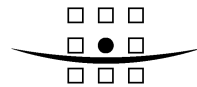
**Average annual financial turnover as principal contractor,(defined as billing for works in progress and completed) during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least of Rs 7,50,00,000 (Rupees seven crore fifty lakhs) or US\$1.63 million.**

*Tenderers should provide financial information to demonstrate that they meet the requirements stated in minimum criteria above . If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets for the last three years should be attached.*

Banker	Name of banker		
	Address of banker		
	Telephone	Contact name and title	
	Fax	E-mail	

*Summarise actual assets and liabilities in Rupee equivalent (at the rates of exchange current at the end of each year) for the previous five years. Based upon known commitments, summarise projected assets and liabilities in Rupee equivalent for the next two years, unless the withholding of such information is justified by the Tenderer to the satisfaction of the Employer.*

Financial information in Rupee equivalent	Actual: previous five years					Projected: next two years	
	1.	2.	3.	4.	5.	6.	7.
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							



7. Debt Equity Ratio (Loan Funds/Share Capital)							
8. Turnover							

*Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments.*

<i>Source of financing</i>	<i>Amount (Rupee equivalent)</i>
1.	
2.	
3.	
4.	

*Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.*

*The Tenderer must submit a solvency certificate or current banker's statement that a level of working capital or credit is available to support the statement on financing given above.*

**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.*