

3.12.09 Job No 114/09



**BIDDING DOCUMENTS**

Issued on: \_\_\_\_\_

for

Procurement of

**International Competitive Bidding**

DATE: 26-11-2009  
IFB No: 12/2009-10  
PROJECT ID: P110371

**Volume-I of IV**

Name of Work:

**Design and Construction of Flyover and  
ROB at Nashik Phata on Old Mumbai Pune  
NH-4 Including Bridge on River Pawana.**

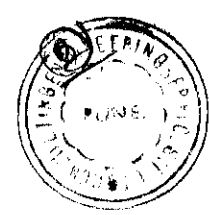
**Employer:** The Commissioner,  
Pimpri Chinchwad Municipal Corporation,  
PCMC Main Building,  
Mumbai-Pune Road Pimpri, Pune-411018  
Tel.: (020) 67333333,  
Fax No:(020) 67330000,  
e-mail id:[pcmc@vsnl.com](mailto:pcmc@vsnl.com)

**EXECUTIVE ENGINEER,  
P.C.M.C. Pimpri-411 018**

*[Handwritten Signature]*

*[Handwritten Mark]*

*[Handwritten Mark]*







**PIMPRI CHINCHWAD MUNICIPAL CORPORATION**  
PCMC Main Building, Mumbai- Pune Road, Pimpri, Pune -411 018.

**SPECIFIC PROCUREMENT NOTICE**

**INVITATION FOR BIDS  
INDIA**

**Design and Construction of Flyover and ROB at Nashik Phata on  
Old Mumbai Pune NH-4 Including Bridge on River Pawana**

Date:-26-11-2009  
IFB No.:- 12/2009-10  
Project ID: P110371

**INTERNATIONAL COMPETITIVE BIDDING (ICB )**

1. This IFB follows the General Procurement Notice (GPN) for this Project that appeared in UNDB on line on October 01, 2008
2. The Government of India has applied a loan from the International Bank for Reconstruction and Development (IBRD) in various currencies towards the cost of Sustainable Urban Transport Project-[SUTP] in India. It is intended that part of proceeds of this loan will be applied to eligible payments under the contract for Design and Construction of Flyover and ROB at Nashik Phata on Old Mumbai Pune NH-4 Including Bridge on River Pawana in the jurisdiction of Pimpri Chinchwad Municipal Corporation through Government of Maharashtra.
3. The Pimpri Chinchwad Municipal Corporation now invites sealed bids from eligible bidders for Construction and Completion of contract as described below.

Name of work	Bid Security	Cost of Bid Document	Period of completion
Design and Construction of Flyover and ROB at Nashik Phata on Old Mumbai Pune NH-4 Including Bridge on River	<b>Rs. 9.30 Million</b> or equivalent amount in freely convertible currency	<b>Rs.10,000/- Or US\$ 250</b>	30 Months including Monsoon

Contractor

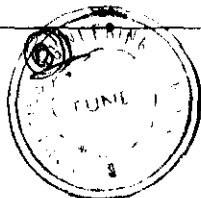
Exe. Engineer (Projects), PCMC

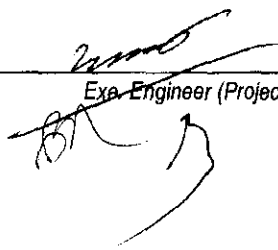


4. Interested eligible bidders may obtain further information from and inspect bidding documents at the Office of the City Engineer, Pimpri Chinchwad Municipal Corporation, Mumbai Pune Road, Pimpri, Pune 411 018. Maharashtra, India. Phone No. 91-20-67333333, Fax No.91-20-67330000, email id:-pcmc@vsnl.com from **30-11-2009 to 15-01-2010 during office hours.**
5. A complete set of bidding document may be purchased by interested bidders on the submission of a written application to the above and upon payment of a non-refundable fee of Rs.**10,000/-** (Rupees Ten Thousand) or US\$ 250" in the form of Demand Draft from any reputed bank or Insurance company in any eligible country payable at Pimpri in favour "The Commisioner, Pimpri Chinchwad Municipal Corporation". **If requested** Bidding documents will be dispatched by registered / Speed post at an additional payment of INR 2500 or US\$ 50 Per Bid. Employer **will not be responsible for delay occurred in delivery due postal reasons.**
6. Bidding will be conducted through the International Competitive Bidding procedures specified in the World Bank Guidelines: Procurement under IBRD Loans and IDA Credits and is open to all bidders from eligible source countries as defined in the guidelines.
7. Bids must be delivered to the Controller of Stores, Pimpri Chinchwad Municipal Corporation, Mumbai Pune Road, Pimpri, Pune 411 018. Maharashtra, India on or before 15.00 hours on 15-01-2010 and must be accompanied by a bid security of Rs 9.3 Million or equivalent amount in freely convertible currency.
8. Bids will be opened in the presence of bidders' representatives who choose to attend at 15.30 hours on 15-01-2010 at the office of Controller of Stores, Pimpri Chinchwad Municipal Corporation, Mumbai Pune Road, Pimpri, Pune 411 018. Maharashtra, India.

Commissioner  
Pimpri Chinchwad Municipal Corporation,  
Mumbai Pune Road, Pimpri - 411 018  
Maharashtra State, India.  
Phone No.:91-20-67333333  
Fax No.: 91-20-67330000  
Email: [pcmc@vsnl.com](mailto:pcmc@vsnl.com) / [computer@pcmcindia.gov.in](mailto:computer@pcmcindia.gov.in)

Contractor



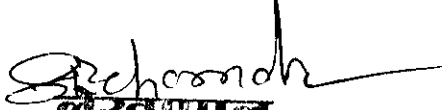
  
Exe. Engineer (Projects), PCMC

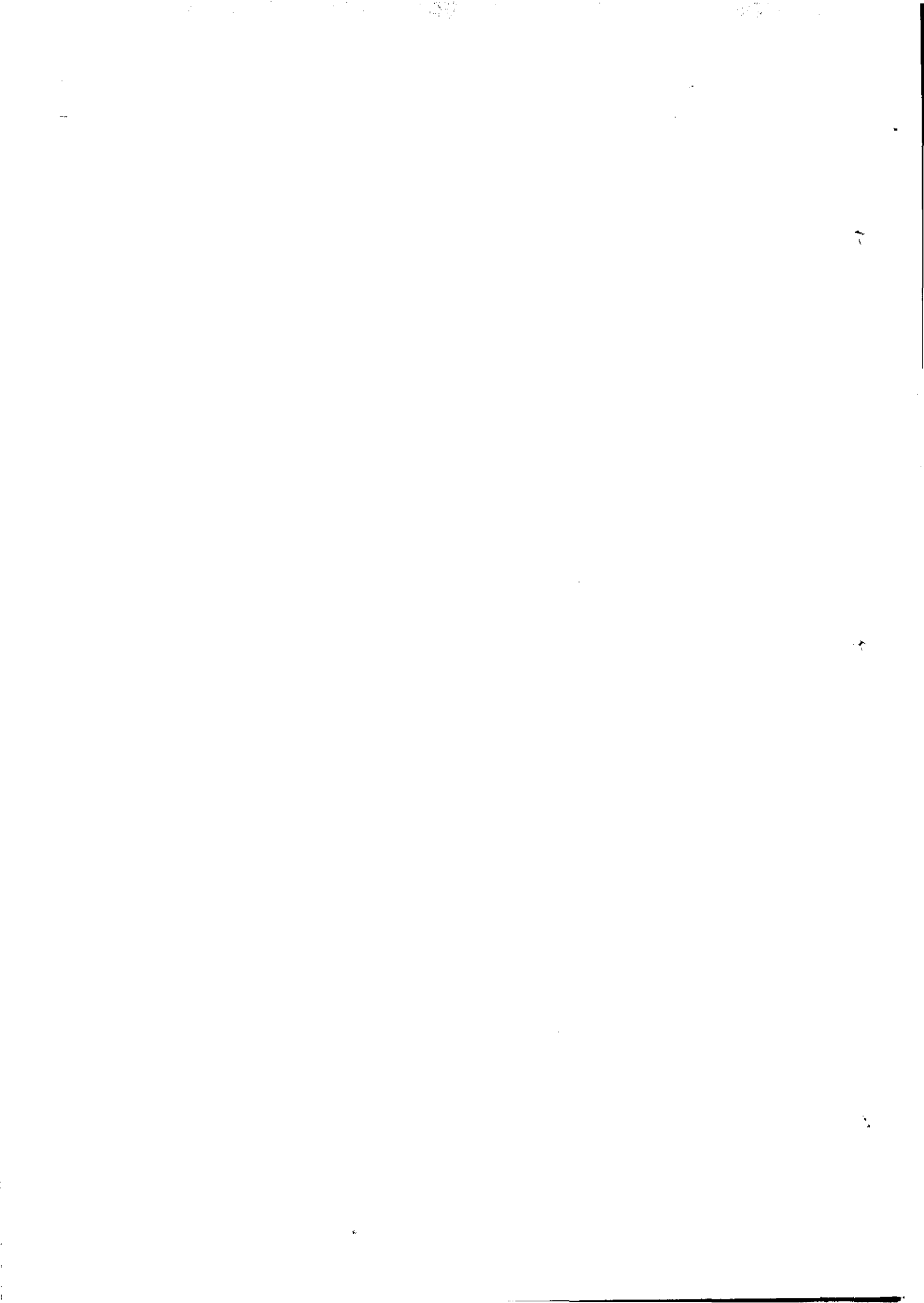


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The Tender form issued to  
Sh. is I.F.B. No-12/2009-10  
R/O..... ee936c  
319210e

  
लेखापाल  
नगरी सुविधा केंद्र  
पिंपरी चिंचवड महानगरपालिका  
Pune





# **PART 1**

## **BIDDING PROCEDURES**



## Section I. Instructions to Bidders

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## **Section I. Instructions to Bidders**

### **A. General**

- 1. Scope of Bid**
  - 1.1 In connection with the Invitation for Bids **indicated in the Bid Data Sheet (BDS)**, the Employer, as **indicated in the BDS**, issues these Bidding Documents for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of lots (contracts) of the International Competitive Bidding (ICB) are **provided in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) “day” means calendar day.
- 2. Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
  - 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any



import of equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

### **3. Fraud and Corruption**

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice"<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to

<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

<sup>4</sup> "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> a "party" refers to a participant in the procurement process or contract execution.



influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1(e) below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included



in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

#### 4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:

(a) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and

(b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.

4.2 A Bidder, and all partners constituting the Bidder, may have the nationality of any country as defined under the *Guidelines: Procurement under IBRD Loans and IDA Credits* (hereinafter referred to as the Guidelines), subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related Services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :



- (a) they have at least one controlling partner in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid;
  - (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation.
- 4.4 A Bidder that has been determined to be ineligible by the Bank in relation to the Bank Guidelines on Preventing and Combating Fraud and Corruption in projects financed by IBRD Loans and IDA Credits and Grants, shall not be eligible to be awarded a contract.
- 4.5 Government-owned entities in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law. Also, they shall not be dependent agencies of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Bidders shall be excluded if:
- (a) as a matter of law or official regulation, the Borrower's



country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Works required; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of Works or services from that country or any payments to persons or entities in that country.

4.8 This bidding is open only to prequalified Bidders unless an exception has been granted by the Bank, as indicated in the BDS.

**5. Eligible Materials, Equipment, and Services**

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

**B. Contents of Bidding Documents**

**6. Sections of Bidding Documents**

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation Criteria and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

**PART 2 Works Requirements**

- Section VI. Works Requirements

**PART 3 Conditions of Contract and Contract Forms**



- Section VII. General Conditions (GC)
  - Section VIII. Particular Conditions (PC)
  - Section IX. Annex to the Particular Conditions - Contract Forms
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express





condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

#### **8. Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2

### **C. Preparation of Bids**



- 9. Cost of Bidding**      9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**      10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents  
Comprising the Bid**      11.1 The Bid shall comprise the following:
- (a) Letter of Bid and Appendix to Bid
  - (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
  - (c) Bid Security, in accordance with ITB 19;
  - (d) alternative bids, if permissible, in accordance with ITB 13;
  - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as indicated in accordance with ITB 4.8, the Bidder's qualifications to perform the contract if its Bid is accepted;
  - (g) Technical Proposal in accordance with ITB 16; and
  - (h) any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.



- 12. Letter of Bid and Schedules**
- 12.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the BDS, as will the method for their evaluating, and described in Section VI, Work's Requirements.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.



- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5** Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.



**16. Documents  
Comprising the  
Technical Proposal**

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents  
Establishing the  
Qualifications of  
the Bidder**

17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as indicated in accordance with ITB 4.8, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.2 If a margin of preference applies as indicated in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility indicated in accordance with ITB 33.1.

**18. Period of Validity  
of Bids**

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:



- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS.**
- (b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the bid price shall be adjusted by the factor **specified in the BDS.**
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

## **19. Bid Security**

- 19.1** The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency specified in the BDS.
- 19.2** A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3** If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
  - (a) an unconditional bank guarantee issued by a bank or surety;
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security **indicated in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested



under ITB 18.2.

- 19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.
- 19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 40; or
    - (ii) furnish a performance security in accordance with ITB 41.
- 19.8 The bid security or the Bid-Securing Declaration of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.
- 19.9 If a bid security is not required in the BDS pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
  - (b) if the successful Bidder fails to sign the Contract in accordance with ITB 40; or furnish a performance



security in accordance with ITB 41;

the Borrower may, if provided for in the BDS, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated in the BDS.

**20. Format and Signing  
of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3 A bid submitted by a JVA shall comply with the following requirements:

- (a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners and
- (b) Include the Representatives's authorization referred to in ITB 14.1 (b), consisting of a power or attorney signed by those legally authorized to sign on behalf of the JVA.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

**D. Submission and Opening of Bids**

**21. Sealing and  
Marking of Bids**

21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY."





These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

**22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the



respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

## **25. Bid Opening**

25.1 The Employer shall open the bids in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be



considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence or absence of a bid security, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. **If so requested by the Employer in the BDS**, the Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner indicated in the BDS. **No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.**

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

### **E. Evaluation and Comparison of Bids**

#### **26. Confidentiality**

26.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

#### **27. Clarification of Bids**

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may,



at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

**28. Deviations, Reservations, and Omissions**

28.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Determination of Responsiveness**

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or



(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonmaterial  
Nonconformities**

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**31. Correction of  
Arithmetical Errors**

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) if 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 prevail 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 shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

**32. Conversion to  
Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.

**33. Margin of  
Preference**

33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.



- 34. Evaluation of Bids**
- 34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
  - (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.
- 34.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those



prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 35. Comparison of Bids** 35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the lowest evaluated bid.
- 36. Qualification of the Bidder** 36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if postqualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## F. Award of Contract

- 38. Award Criteria** 38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is





determined to be qualified to perform the Contract satisfactorily.

**39. Notification of Award**

39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. At the same time, the Employer shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* and in the *dgMarket* the results identifying the bid and lot numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its bid was not selected.

**40. Signing of Contract**

40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return



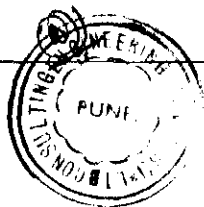
it to the Employer.

**41. Performance  
Security**

41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Contractor



*[Signature]*  
Exe. Engineer (Projects), PCMC



**Section II. Bid Data Sheet**

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is : 12/2009-10
<b>ITB 1.1</b>	The Employer is: The Municipal Commissioner, Pimpri Chinchwad Municipal Corporation, PCMC Main Building, Mumbai-Pune Road Pimpri, Pune-411018 Tel.: <b>+91-20-67333333</b> Fax No: +91-20-67330000 e-mail id: <a href="mailto:pcmc@vsnl.com">pcmc@vsnl.com</a> / <a href="mailto:computer@pcmcindia.gov.in">computer@pcmcindia.gov.in</a>
<b>ITB 1.1</b>	The name of the ICB is: <b>Design and Construction of Flyover and ROB at Nashik Phata on Old Mumbai Pune NH-4 Including Bridge on River Pawana.</b> The identification number of the ICB is: P110371 The number and identification of lots (contracts) comprising this ICB is: one (1)
<b>ITB 2.1</b>	<b>The Borrower is:</b> The Government of India
<b>ITB 2.1</b>	<b>The name of the Project is:</b> Sustainable Urban Transport Project [ SUTP] The Name Of Work is :- <b>Design and Construction of Flyover and ROB at Nashik Phata on Old Mumbai Pune NH-4 Including Bridge on River Pawana.</b>
<b>ITB 4.1</b>	All Partners of the JVA shall be jointly and severally liable for execution of the Contract in accordance with the Contract terms. JVA partner shall not be more than Two.
<b>ITB 4.8</b>	Replace with following Prequalification was not conducted. As per ITB 36, Bidders must meet the qualification requirements indicated in Section III: Evaluation and Qualification Criteria.
<b>B. Bidding Documents</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Employer's address is: Attention: <b>The City Engineer, Pimpri Chinchwad Municipal Corporation</b> Street Address: <b>Mumbai-Pune Road</b> Floor/Room number: Fourth Floor, <b>PCMC Main Building</b> City: <b>Pimpri, Pune</b> ZIP Code: <b>411018</b>

Contractor



*[Signature]*  
 Exg. Engineer (Projects), PCMC

*[Signature]*  
**B**

**Pimpri Chinchwad Municipal Corporation**



Name of work: Design and construction of Flyover and ROB at Nashik Phata on old Mumbai-Pune NH.-4 Including Bridge on River Pawana

Section II. Bid Data Sheet

	Country: <b>India</b> Telephone: <b>+91-20-67333333</b> Facsimile number: <b>+91-20-67330000</b> Electronic mail address: <a href="mailto:pcmc@vsnl.com">pcmc@vsnl.com</a> / <a href="mailto:cityengg@pcmcindia.gov.in">cityengg@pcmcindia.gov.in</a>
<b>ITB 7.4</b>	A Pre-Bid meeting will take place at the following date, time and place: Date: <b>04-01-2010 Time: 15:30 Hrs.</b> Place: Office of the <b>City Engineer , Pimpri Chinchwad Municipal Corporation,</b> Street Address: <b>Mumbai-Pune Road</b> Floor/Room number: <b>Fourth Floor, PCMC Main Building</b> City: <b>Pimpri, Pune</b> ZIP Code: <b>411018</b> Country: <b>India</b> Telephone: <b>+91-20-67333333</b> Facsimile number: <b>+91-20-67330000</b> Electronic mail address: <a href="mailto:pcmc@vsnl.com">pcmc@vsnl.com</a> / <a href="mailto:cityengg@pcmcindia.gov.in">cityengg@pcmcindia.gov.in</a>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: <b>ENGLISH</b>
<b>ITB 11. 1 b</b>	Replace the existing with following Completed Schedule as required including <b>Schedule of Payments</b> and Table for Adjustment of Contract Price in accordance with ITB 12 an ITB 14. These shall be prepared using relevant forms furnished in section.IV
<b>ITB 11.1 (h)</b>	The Bidder shall submit with its bid the following additional documents: (i) any proposals for subcontracting elements of the Works (except design work of the project) such that the total of subcontracting is more than 10 percent of the Bid Price (for each, the qualification and experience of the identified subcontractor in the relevant field should be annexed); but aggregate not more than 25 % of Accepted Contract Amount and (ii) authority in the name of Employer to seek references and verifications regarding bidders financial status from the bidder's bankers;
<b>ITB 12.1</b>	Replace the existing with following The Bid Submission Sheet, the Schedule of Payment, and Table for Adjustment of Contract Price shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text,

Contractor

Exe. Engineer (Projects), PCMC



## Section II. Bid Data Sheet

	and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
<b>ITB 13.1</b>	Alternative bids <b>shall not</b> be permitted.
<b>ITB 13.2</b>	Alternative times for completion <b>shall not</b> be permitted.
<b>ITB 13.4</b>	Alternative technical solutions <b>shall not</b> be permitted.
<b>ITB 14.1</b>	Replace existing with the following:- The prices and discounts quoted by the Bidder in the Bid Submission Sheet shall conform to the requirements specified below.
<b>ITB 14.2</b>	Replace existing with the following:- The Bidder shall fill in the Lumpsum Price in the Bid Submission Sheet (Letter of Bid), and rates for items of the Works described in the Table for Adjustment of Contract Price in conformity with the Employers Requirement. The Bidder shall also fill in rates in the Schedule of Day work.
<b>ITB 14.3</b>	Replace the entire clause with following The price to be quoted in the Bid Submission Sheet, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
<b>ITB 15.1</b>	The currency(ies) of the bid and the payment currency(ies) shall be in accordance with <b>Alternative A</b> as described below: <b>Alternative A (Bidders to quote entirely in local currency):</b> (a) The Bid Price and unit rates shall be quoted by the Bidder in the Bid Submission Sheet, schedule of payments, day work schedules, variation schedules, and all related schedules, entirely in <b>INDIAN NATIONAL RUPEES (INR)</b> , the name of the currency of the Employer's country, and further referred to as "the local currency". A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") shall indicate in the <b>Appendix to Bid (ITB)</b> - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by him for the payment of such foreign currency requirements, limited to no more than three foreign currencies of any country.  (b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid -

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Exe. Engineer (Projects), PCMC

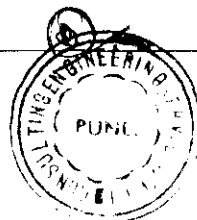


	Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.
<b>ITB 18.1</b>	The bid validity period shall be <b>120</b> days.
<b>ITB 18.3 (a)</b>	The Bid shall be adjusted by the Following Factor: - Not applicable.
<b>ITB 18.3 (b)</b>	The fixed portion of the bid price shall be adjusted by the following factor:- One
<b>ITB 19.1</b>	A bid security shall be provided. A Bid-Securing Declaration shall not be allowed.  The amount of the bid security shall be Rs.9.3 Million in Indian National Rupees or equivalent amount in freely convertible currency from any reputed bank or Insurance company in any eligible country.
<b>ITB 19.3 (b) (c) &amp; (d)</b>	Not Applicable
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b>Three</b>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Notorised Power of Attorney as per the Prescribed Formats.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	For <b>bid submission purposes</b> only, the Employer's address is : Attention: Controller of Stores, Pimpri Chinchwad Municipal Corporation Street Address: Mumbai Pune Road Floor/Room number: Ground Floor, Southwest Wing, City: Pimpri, Pune ZIP Code: 411018 Country: INDIA  <b>The deadline for bid submission is:</b> Date: 15-01-2010 Time: 15:00 hours  Bidders <b>do not</b> have the option of submitting their bids electronically.



<b>ITB 25.1</b>	The bid opening shall take place at: For <b>bid opening purposes</b> only, the Employer's address is : Attention: Controller of Stores, Pimpri Chinchwad Municipal Corporation Street Address: Mumbai Pune Road Floor/Room number: Ground Floor, Southwest Wing, City: Pimpri, Pune ZIP Code: 411018 Country: INDIA Date: 15-01-2010 Time: 15:30 Hours
<b>ITB 25.3</b>	Replace existing with Following All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence or absence of a bid security, if required; and any other details as the Employer may consider appropriate. The Bid submission sheet, Schedule of Payment and Day work schedule shall be initialed by representatives of the Employer attending the Bid Opening.
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 32.1</b>	The currency shall be: <b>INDIAN NATIONAL RUPEES (INR)</b> Source of exchange rate shall be "Bills Selling Exchange Rates established by State Bank of India" <b>Exchange rate date shall be the date of opening of bids.</b>
<b>ITB 33.1</b>	A margin of domestic preference shall not apply.
<b>ITB 34.2(a)</b>	Replace 34.2 (a) with the bid price, excluding Provisional Sums but including Daywork items, where priced competitively;
<b>34.5</b>	Deleted

Contractor



*[Signature]*  
 Exe. Engineer (Projects), PCMC  
*[Signature]*



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**Section III. Evaluation and Qualification Criteria  
(Without Prequalification)**

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.





## **1. Evaluation**

In addition to the criteria listed in ITB 34.2 (a) – (e) the following criteria shall apply:

### **1.1 Assessment of adequacy of Technical Proposal with Requirements**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI Works Requirement (Employer's Requirements).

1.2 Multiple Contracts, if permitted under ITB 34.4, will be evaluated as follows:

**NOT APPLICABLE**

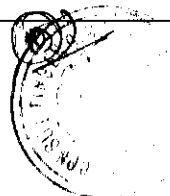
1.3 Alternative Completion Times, if permitted under ITB 13.2, will be evaluated as follows:

**NOT APPLICABLE**

1.4 Technical alternatives , if permitted under ITB 13.4, will be evaluated as follows:

**NOT APPLICABLE**

Contractor



Exe. Engineer (Projects), PCMC

**Pimpri Chinchwad Municipal Corporation**

Name of work: Design and construction of Flyover and ROB at Nashik Phata on old Mumbai-Pune NH.-4 Including Bridge on River Pawana



Section III : Evaluation and Qualification Criteria (Without Prequalification)

**2. Qualification:**

Factor	2.1 Eligibility						
Sub-Factor	Criteria				Documentati on Required		
	Requirement	Single Entity	Bidder				
			Joint Venture or Association			At least one partner	
				All partners combined	Each partner		
2.1.1 Nationality	Nationality in accordance with ITB 4.2.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Form ELI-1; EL-2 with attachments	
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.3.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Bid Submission Sheet	
2.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITB 4.4.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Bid Submission Sheet	
2.1.4 Governme nt Owned Entity	Compliance with conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI-1 and 2, with attachments	

**Pimpri Chinchwad Municipal Corporation**

Name of work: Design and construction of Flyover and ROB at Nashik Phata on old Mumbai-Pune NH.-4 Including Bridge on River Pawana



Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All partners combined			Each partner	At least one partner		
2.1.5 Ineligibility based on a United Nations resolution or Borrower's country law	Not having been excluded as a result of the Borrower's country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.7	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Bid Submission Sheet



Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All partners combined	Each partner	At least one partner	
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last Five (5) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JVA	N/A	Must meet requirement by itself or as partner to past or existing JVA	N/A	Form CON - 2

Contractor

Exe. Engineer (Projects), PCMC



Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All partners combined			Each partner	At least one partner		
2.2.2 Pending Litigation	All pending litigation shall in total not represent more than <b>Fifty percent (50%)</b> of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself as partner to past or existing JVA	N/A	Must meet requirement by itself as partner to past or existing JVA	N/A	Form CON - 2



Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All partners combined	Each partner	At least one partner	
<b>2.3.1 Historical Financial Performance</b>	Submission of audited balance sheets and income statements or, if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last Five [5] years to demonstrate the current soundness of the bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
<b>2.3.2. Average Annual</b>	Minimum average annual turnover of Rupees 600 million	Must meet requirement	Must meet requirement	Must meet minimum	Must meet minimum	Form FIN -2

Contractor

Exe. Engineer (Projects), PCMC



Factor	2.3 Financial Situation					Documentati on Required		
Sub-Factor	Criteria				Documentati on Required			
	Requirement	Bidder					Documentati on Required	
		Single Entity	Joint Venture or Association					Documentati on Required
All partners combined			Each partner	At least one partner		Documentati on Required		
<b>Turnover</b>	calculated as total certified payments received for contracts in progress or completed, within the last three (3) years			30% Percent of requirement	51% Percent of requirement			
<b>2.3.3.Financial Resources</b>	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:  (i) the following cash-flow requirement:  Rs.93 million at any	Must meet requirement	Must meet requirement	Must meet minimum 30% Percent of requirement Must meet	Must meet Minimum 51% Percent of requirement		Form FIN -3	



Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All partners combined			Each partner	At least one partner		
	given point of time. (ii) the overall cash flow requirements for this contract and its current works commitments.	Must meet requirement	Must meet requirement	minimum 30% Percent of requirement	Must meet Minimum 51% Percent of requirement	Form FIN-4





Factor	2.3 Financial Situation					
Sub-Factor	Criteria				Documentati on Required	
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All partners combined			Each partner	At least one partner		
<b>2.3.4 Available bid capacity</b>	Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total price of bid quoted by the bidder in the bid submission sheet. The available bid capacity will be calculated as under: Assessed Available Bid capacity = $[(A \times N \times 1.5) - (B)]$ Where A = Maximum value of civil engineering works executed in any one year during the last five years	Must meet requirement	Must meet requirement	N/A	Must meet minimum 51% Percent of the requirement	Form FIN - 2 and Form FIN - 4



Factor	2.3 Financial Situation					Documentati on Required		
Sub-Factor	Criteria				Documentati on Required			
	Requirement	Bidder					Documentati on Required	
		Joint Venture or Association						Documentati on Required
Single Entity		All partners combined	Each partner	At least one partner		Documentati on Required		
	<p>(updated 2009-10 price level**) taking into account the completed as well as works in progress.</p> <p>N = Number of years i.e. 2.5 (Two and half years) prescribed for completion of the works for which bids are invited.</p> <p>B = Value, at 2009-10 price level**, of existing commitments and on-going works to be completed during the next 2.5 years.</p>							



Factor	2.3 Financial Situation					
Sub-Factor	Criteria				Documentati on Required	
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All partners combined			Each partner	At least one partner		
	<p>** - at 5% per annum</p> <p><b>Note:</b> The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be Certified by the Project Manager of Employer.</p>					



Factor	2.4 Experience						
Sub-Factor	Criteria					Documentation Required	
	Requirement	Bidder					
		Single Entity	Joint Venture or Association				
			All partners combined	Each partner	At least one partner		
<b>2.4.1 General Experience</b>	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last five [5] years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-1	
<b>2.4.2 Specific Experience</b>	(a) Participation as contractor, management contractor, or subcontractor, in at least one (1) contracts within the last Five (5)	Must meet requirement	Must meet requirement	Must meet requirement for one characteristic	Must meet 51% Percent of the requirement	Form EXP 2(a)	



Factor	2.4 Experience					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All partners combined			Each partner	At least one partner		
	years , each with a value of at least Indian National Rupees (INR) 750 Million, that have been successfully and substantially completed and that are similar to the proposed Works. The similar work shall be either of works mentioned below <ul style="list-style-type: none"> <li>• Vehicular Railway over- bridge constructed across running railway tracks</li> <li>• Vehicular river bridge of minimum 100 m length across perennial rivers</li> <li>• Vehicular flyover of</li> </ul>					



Factor	2.4 Experience					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
	minimum 300 m length across urban road / rural road/ natural barrier.			All partners combined	Each partner	At least one partner
	minimum 300 m length across urban road / rural road/ natural barrier.					

Contractor

Exe. Engineer (Projects), PCMC



Factor	2.4 Experience					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All partners combined			Each partner	At least one partner		
<p><b>2.4.2 Specific Experience</b></p>	<p>b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities</p> <p>I. At least One Vehicular Railway over-bridge constructed across running railway tracks within last five (5) years</p> <p>II. Vehicular river bridge of minimum 100 m length across perennial rivers constructed within last five years</p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet requirements</p> <p>Must meet requirements</p>	<p>N/A</p> <p>N/A</p>	<p>Must meet requirements</p> <p>Must meet requirements</p>	<p>Form EXP-2(b)</p> <p>Form EXP-2(b)</p>



Name of work: Design and construction of Flyover and ROB at Nashik Phata on old Mumbai-Pune NH.-4 Including Bridge on River Pawana

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All partners combined			Each partner	At least one partner		
	III. Vehicular flyover of minimum 100 m length across urban road constructed within last five years.	Must meet requirements	Must meet requirements	N/A	Must meet requirements	Form EXP-2(b)
	IV. The bidder should have experience of detailed structural design of Railway Over-Bridge, Flyover or River Bridge with Pre Stressed Concrete Superstructure, carried out either departmentally (Own design cell) or through an agency appointed as Design Consultant.	Must meet requirement	Must meet requirement	N/A	Must Meet requirement	Form EXP 2(b)

Contractor

Exe. Engineer (Projects), PCMC





	<p>The design Consultant should have designed/proof checked a single Precast Pre-stressed Concrete Box Girder Bridge (on Road or Railway) with deck area not less than 20,000 sqm. In last 10 years ending 31st March 2009</p> <p>V.For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities:</p> <p>Structural Concrete</p> <ol style="list-style-type: none"> <li>1. PSC:4,700 cum.</li> <li>2. RCC:6,000 cum.</li> <li>3. Piling 1200 mm dia. &amp; above: 2,000 m</li> </ol>	Must meet requirement	Must meet requirement	must meet atleast one of three requirements	Must meet requirement @ Sr. No. 1	Form EXP 2(b)
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The details of Qualification Criteria as above shall be provided in Contract Forms given in this Bid Document. The details submitted must be certified by the Project Manager of Employer. All Financial parameters must be certified by a Chartered Accountant.

**2.5 Personnel**

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	Experience In Similar Works (years)	Qualification and Specific Experiences.
1	Project Manager	20	15	Masters Degree in Civil Engg. & must worked as Project manager for bigger contracts.
2	Bridge Engineer	15	10	Masters Degree in Civil Engg. & must worked as Bridge Engineer for bigger contracts.
3	Road/Highway Engineer	15	5	Degree in Civil Engg. & must worked as Highway Engr. For bigger contracts
3a	Road/Highway Design Engineer*	20	15	Masters Degree in Civil Engg. & must worked as Design Engineer for bigger contracts.
4	Sr. Bridge Design Engineer*	20	15	Masters Degree in Civil Engg. & must worked as Design Engineer for bigger contracts.
5	Electrical Engineer	15	5	Degree in Electrical Engg. & must worked as Electrical Engineer for bigger contracts.
6	Pavement Engineer	15	5	Degree in Civil Engg. & must worked as project manager for road works for bigger contracts.
7	Geotech Engineer	15	5	Masters Degree in Geotechnical Engg. & must worked as Geotechnical manager for bigger contracts.
8	Material Engineer	15	10	Degree in Civil Engg. & must worked as material Engr. for bigger contracts

\*- Can be a Consultant appointed by the Bidder for this project

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms.



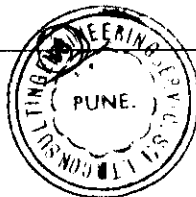
## 2.6 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

Sr.	Equipment Type and Characteristics	Minimum Number required
1	Automatic Concrete Weigh Batching Plant with Pan Mixing arrangements (capacity 60 cum/hr.)	2
2	Piling (hydraulically operated drilling Machine) Rig of diameter not less than 1200 mm	2
3	Concrete pumps - 30 cum/hr	4
4	Grouting equipment (pressure capacity 10 Kg/sq.cm.)	2
5	Transit Mixer (6 cum capacity)	10
6	Gantry Cranes for lifting of capacity 50 T and above	1
7	Launching Truss (40T Capacity) - This Equipment will be mandatory if the Bidder proposes Launching method for Superstructure in the Proposed Methodology (Technical Proposal)	1
7	Pugmill /mixing Plant for Wet Mix Macadam (min 60 TPH)	1
8	Crane (40 T Capacity)	2
7	Excavator (0.9 cum bucket cap.)	3
8	Aggregate Crushing and Screening plants (Cone Crusher type) with at least 120 TPH capacity	1
9	Portable Air Compressor Cap 300 cft/mt	1
10	Captive Power Generation Facility upto 1000 kVA capacity	1

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

Contractor



*[Signature]*  
Exe. Engineer (Projects), PCMC



**Section IV. Bidding Forms**  
**Table of Forms**

Bid Submission Sheet

Appendix to Bid

- Table A. Local Currency
- Table B. Foreign Currency (FC)
- Table C. Summary of Payment Currencies

Schedule OF Payment

Table for Adjustment of Contract Price

Schedule for Day Work

Details of Provisional Sums

Technical Proposal

- Site Organisation
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Equipment Form EQU
- Others

**PERSONNEL**

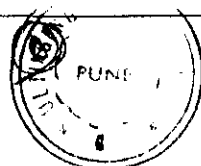
- Form Per-1 : Proposed Personnel
- Form PER-2: Resume of Proposed Personnel

**BIDDERS QUALIFICATION**

- Form ELI - 1: Bidder's Information Sheet
- Form ELI - 2: JV Information Sheet
- Form CON-2: Historical Contract Non-Performance
- Form FIN - 1: Financial Situation
- Form FIN - 2: Average Annual Construction Turnover
- Form FIN - 3: Financial Resources
- Form FIN - 4: Current Contract Commitments / Works in Progress
- Form EXP - 1: General Construction Experience
- Form EXP - 2(a): Specific Construction Experience
- Form EXP - 2(b): Specific Construction Experience in Key Activities

**FORM OF BID SECURITY**

Contractor



Exe. Engineer (Projects), PCMC



## Bid Submission Sheet

Date: \_\_\_\_\_

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB)<sup>8</sup> \_\_\_\_\_;

(b) We offer to execute in conformity with the Bidding Document the following Works: \_\_\_\_\_;

(c) The total price of our Bid<sup>6</sup>, excluding any discounts offered in item (d) below is: \_\_\_\_\_;

(d) The discounts offered and the methodology for their application are: \_\_\_\_\_

(e) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(g) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;

<sup>6</sup> Excluding Provisional Sum

Contractor



Exe. Engineer (Projects), PCMC



- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB-4.5;<sup>7</sup>

(l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_

<sup>7</sup> Bidder to use as appropriate



## **Appendix to Bid (ITB)**

### **Schedule of Adjustment Data**

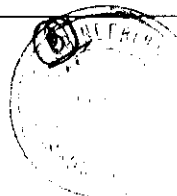
#### **Table A. Local Currency**

#### **Table B. Foreign Currency (FC)**

#### **Table C. Summary of Payment Currencies**

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Contractor



Exe. Engineer (Projects), PCMC



### Schedule of Adjustment Data

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

**Table A. Local Currency**

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
—	Nonadjustable	—	—		A: 0.15 B: _____ C: _____
<b>Total</b>					<b>1.00</b>





**Table B. Foreign Currency (FC)**

**State type:** .....[If the Bidder is allowed to quote in local and foreign currencies and the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
	Nonadjustable	—	—	—		A: 0.15 B: _____ C: _____
<b>Total</b>						<b>1.00</b>

Contractor

Exe. Engineer (Projects), PCMC



**Table C. Summary of Payment Currencies**

Table: Alternative A

**For Design & Construction of Flyover and ROB at Nashik Phata on Old  
 Mumbai-Pune NH-4 including Bridge on River Pawana**

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local currency (Indian National Rupees)		1.00		
Foreign currency #1				
Foreign currency #2				
Foreign currency #				
Net Bid Price				100
Provisional sums expressed in local currency	INR 47 Million		INR 47 Million	
BID PRICE				

**Note: The above-mentioned Alternative-A is not applicable for Indian Bidders. They should bid in Indian National Rupees only.**

Table: Alternative B: **Not Applicable**



## SCHEDULE OF PAYMENT

The Bidder shall submit his price bid in the bid submission sheet. The interim Payment certificates shall be approved & paid as per Schedule of Payment described below.

Unit No.	Units for Payment	Specified limit of payment as percentage of accepted Contract Amount
1	Payment on account of providing appropriate road barricading and traffic safety devices.	0.25%
2	Payment on account of construction of site office and laboratory.	0.25%
3	Initial payments against visible assets on the site [shall not exceed 1%].	0.5%
4	Survey, Geotechnical investigation.	1%
5	Payment on submission of design and drawing to client for initial approval.	1%
6	Payment on submission of design and drawing for final approval.	1%
7	Payment for foundations of Second Floor Flyover and Slab Culvert and Construction of Service Roads for Traffic Diversions on NH-50, Mumbai-Pune Road.	7%
8	Payment for sub-structure of Second Floor Flyover and Slab Culvert.	7%
9	Payment for superstructure of of Second Floor Flyover and Slab Culvert.	10%
10	Payment for fixed items such as Bearings, Expansion Joint, Crash Barriers, electrification etc. of Second Floor Flyover and Slab Culvert.	1%
11	Payment for retaining structure for work of approach ramp including fill material and asphalt surfacing of Second Floor Flyover and Slab Culvert.	2%
12	Construction stormwater drains, junctions and crossings, tree cutting, shifting of poles, electrical lines, cables etc. of Second Floor Flyover and Slab Culvert at Nashik Phata	1%



Unit No.	Units for Payment	Specified limit of payment as percentage of accepted Contract Amount
13	Payment of miscellaneous items like kerb, painting/ protective coat to flyover, wearing coat, lane marking, traffic signages, gantries etc. of Second Floor Flyover and Slab Culvert at Nashik Phata	1%
14	Payment for foundations for all the remaining Interchange Ramps, ROB and River Bridge	10%
15	Payment for sub-structure for all the remaining Interchange Ramps, ROB and River Bridge	12%
16	Payment for superstructure of flyovers for all the remaining Interchange Ramps, ROB and River Bridge.	20%
17	Payment for fixed items such as Bearings, Expansion Joint, Crash Barriers, electrification etc for all the remaining Interchange Ramps, ROB and River Bridge.	4%
18	Payment for retaining structure for work of approach ramp including fill material and asphalt surfacing for all the remaining Interchange Ramps, ROB and River Bridge.	8%
19	Construction stormwater drains, junctions and crossings, tree cutting, etc for all the remaining Interchange Ramps, ROB and River Bridge.	5%
20	Payment of miscellaneous items like kerb, painting/ protective coat to flyover, wearing coat, lane marking, traffic signages, gantries etc for all the remaining Interchange Ramps, ROB and River Bridge.	5%
21	Payment on account of preparation and final submission of record, drawings, video, photo-album etc. for complete Flyover, Interchange, ROB, River Bridge etc.	3%

**Notes for Schedule of Payments:-**

1. No separate payment shall be made for any temporary works carried out for execution of the River Bridge, Flyover, or ROB and also no payments



shall be made for ancillary works which do not form part of the Flyover, or  
ROB.

2. The above percentage does not include the % earmarked for advance envisaged in the Conditions of Contract.
3. Provisional Sums: The Provisional Sums shall be paid as per the provisions of Clause 13.5. The amount of Provisional Sums is 47 Million.





### Table for Adjustment of Contract Price

The Bidder shall quote his rates in the following table for items to be paid or deducted from the schedule of payment for adjustments (+ve or -ve) in length, levels, depth, and plan area, different from the obligatory requirements from the Employer's Requirement and General Arrangement Drawings.

The rates quoted by the bidder in the table shall remain operative for the contract period. The rate thus quoted shall not attract the provisions of Clause No.13.3 and 13.8 of GCC.

Method of measurement of work done shall be as per provisions in MoRTH for the item concerned.

Sr. No.	Item of Work	Rate in Rupees		Unit	Remark
		Figures	Words		
(a)	Cost per metre variation in average depth of pile foundation of abutments.				
	<b>i) Extra for lowering of pile foundation level per Abutment</b>				
	a) of structure having overall Deck width 15.30 m\15.35m			Meter	
	b) of structure having overall Deck width 11.60 m			Metre	
	c) of all structures having overall Deck width upto 9.85 m			Meter	
(b)	Cost per metre variation in average depth of <b>pile foundation of Piers</b>				
	<b>i) Extra for lowering of pile foundation level per pier</b>				
	a) of structure having overall Deck width 15.30 m\15.35m			Meter	
	b) of structure having overall Deck width 11.60 m			Meter	
	c) of all structures having			Meter	

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Name of work: Design and construction of Flyover and ROB at Nashik Phata on old Mumbai-Pune NH.-4 Including Bridge on River Pawana



Sr. No.	Item of Work	Rate in Rupees		Unit	Remark
		Figures	Words		
	overall Deck width upto 9.85 m				
(c)	Cost per metre variation in average depth of pile foundation of Piers of ROB				
	i) Extra for lowering of pile foundation level per pier for structure having overall Deck width 15.30 m\15.35m			Meter	
(d)	Cost per metre variation in depth of open foundation of Piers				
	Extra for lowering of foundation level per pier for structure having overall Deck width 15.30 m\15.35m			Meter	
(e)	Cost per metre variation in height of substructure from top of pilecap/footing upto soffit level of superstructure for abutments				
	Extra for raising per abutment				
	a) of structure having overall Deck width 15.30 m\15.35m			Meter	
	b) of structure having overall Deck width 11.60 m			Meter	
	c) of all structures having overall Deck width upto 9.85 m			Meter	
(f)	Cost per metre variation in height of substructure from top of pilecap/footing upto soffit level of superstructure for Piers for Flyover, ROB and FOB.				
	Extra for raising level per pier				
	a) of structure having			Meter	

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Name of work: Design and construction of Flyover and ROB at Nashik Phata on old Mumbai-Pune NH-4 Including Bridge on River Pawana



Sr. No.	Item of Work	Rate in Rupees		Unit	Remark
		Figures	Words		
	overall Deck width 15.30 m\15.35m				
	b) of structure having overall Deck width 11.60 m			Meter	
	c) of all structures having overall Deck width upto 9.85 m			Meter	
(g)	Cost per metre variation in length of solid approaches including road crust, crash barrier, median friction slab, embankment work, Retaining wall on either side of embankment, illumination at approaches and all other items considered covered under tender for completion of approaches.				
	Extra for increase in length of approaches				
	a) of structure having overall Deck width 15.30 m\15.35m			Meter	
	b) of structure having overall Deck width 11.60 m			Meter	
	c) of all structures having overall Deck width upto 9.85 m			Meter	
(h)	Cost of carrying out the load test on any span as ordered by the Engineer-in-Charge on tonnage basis. (Rate to be quoted per tonne of superimposed / test load)			MT	
(i)	Cost per metre variation in the length of ROB portion more than those shown in				

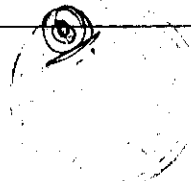




Sr. No.	Item of Work	Rate in Rupees		Unit	Remark
		Figures	Words		
	the approved drawing. The rate shall include wearing coat, crash barrier, bearing, expansion joint, illumination and all the items of work covered under the tender to complete the work in all respects.				
	a) of structure having overall Deck width 15.30 m\15.35m			Meter	
	b) of structure having overall Deck width 11.60 m			Meter	
	c) of all structures having overall Deck width upto 9.85 m			Meter	
(j)	Cost per Sq meter variation in area of superstructure in deck portion				
	a) of structure having overall Deck width 15.30 m\15.35m			Square Meter	
	b) of structure having overall Deck width 11.60 m			Square Meter	
	c) of all structures having overall Deck width upto 9.85 m			Square Meter	
(k)	Cutting of trees				
(l)	Extra for inclusion / Rebate for deletion of one set of Automatically operated Escalator - single unit for ascending/descending.			No.	

Notes for application of above rates:

- (i) The extra work likely to crop up or deduct because of ground condition & inadequate Geotechnical data or manual errors not covered in the ER shall be paid / deducted at the above rates.



**Pimpri Chinchwad Municipal Corporation**

Name of work: Design and construction of Flyover and ROB at Nashik Phata on  
old Mumbai-Pune NH.-4 Including Bridge on River Pawana

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- (ii) For Items of extra work not covered in above table rate shall be determined by Engineer in accordance with Sub clause 3.5 of Conditions of Contract.
- (iii) Rates for deductions of item shall apply at 85% of above rates only.
-



**Schedule for Day Work**

(Ref. Cl. 13.6 of GCC)

**Schedule of Day work Rates : 1 Labour**

<b>Sr.No.</b>	<b>Description</b>	<b>Unit</b>	<b>Nominal quantity**</b>	<b>Rate (Rs.)+</b>	<b>Extended amount (Rs.)</b>
1	Plumber	Hour	100		
2	Labourer	Hour	1000		
3	Bricklayer	Hour	100		
4	Masons	Hour	100		
5	Bar Bender/Fitter	Hour	100		
6	Steelwork Erector	Hour	100		
7	Driver for vehicle upto 10 tons	Hour	100		
8	Operator for excavator, dragline, shovel, or crane	Hour	100		
9	Operator for tractor with dozer blade or ripper	Hour	100		
10	Electrician	Hour	100		
		Subtotal			
	Allow --- percent* of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3(b) above.				
	Total for Daywork labour				
	(Carried forward to Daywork Summary, p___)				

\* To be entered by the bidder.

\*\* Quantities are indicative.

+ Rates shall be consistent with market Rates



**Schedule of Day work Rates : 2 Materials**

Sr.No.	Description	Unit	Nominal quantity	Rate	Extended amount	Remarks
1	Ordinary Portland Cement 43/53 Grade	t	100			
2	a) reinforcing bars TMT	t	10			
	b) High Tensile	t	10			Low Relaxation strand
3	Coarse aggregate					
	10 mm	Cum	100			
	12 mm	Cum	100			
	20 mm	Cum	100			
4	Fine aggregate for concrete as per specification					
	a) Natural river sand	m3	100			
	b) Crushed sand					
5	TMT Reinforcement Bars.					
	10, 12 mm	MT	10			
	16 mm and above	MT	10			
6	Pipeline for domestic water supply all diameters with fittings	RM	10			
7	Pipeline for main distribution with fittings including testing	RM	50			
8	Pipe appurtenance complete including testing	No	10			
9	Ferrule and stoppers all diameters	No	50			
10	Manhole covers	No	10			
11	Drainage for elevated corridor : Provision of 300 mm dia. NP-3 type - connection to storm water drain	RM	10			

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Name of work: Design and construction of Flyover and ROB at Nashik Phata on old Mumbai-Pune NH-4 including Bridge on River Pawana



12	High Performance Concrete M-60	Cum	50			
13	RCC/PSC Concrete	Cum	50			
	a) M-40 Grade	Cum	10			
	b) M-35 Grade	Cum	10			
	c) Upto M30 Grade	Cum	10			
14	M S Liner 6 mm thick for 1200 dia. piles	RM	10			
	Subtotal					
	Total for Materials					

\* To be entered by the bidder.



**Schedule of Day work Rates : 3 Contractor's  
 Equipment**

<b>Sr.No.</b>	<b>Description</b>	<b>Nominal quantity (hours)</b>	<b>Basic hourly rental rate</b>	<b>Extended amount</b>
1	Excavator, faces shovel, or dragline	100		
a)	Upto and including 1 m <sup>3</sup>	100		
b)	Over 1 m <sup>3</sup> to 2 m <sup>3</sup>	100		
c)	Over 2 m <sup>3</sup>	100		
2	Tractor, including angle dozer.	1		
3	Concrete Breaker	10		
4	Concrete Cutter (Saw)	10		
5	Dewatering pump of suitable HP	BHP hr		
	Total for Day work Contractor's Equipment (Carried forward to Daywork Summary, p__)			

**Schedule of Day work Rates : 4 (Load Testing)**

<b>Sr.No.</b>	<b>Description</b>	<b>Nominal quantity</b>	<b>Per Test</b>	<b>Extended amount</b>
A	Piles (1.0 m dia. / as proposed by the Contractor)			
	Initial Load Test Conventional Method Dynamic Method			
	Integrity Test Dynamic Method			
B	Superstructure (Elevated Corridor) Conventional Method Electronic Method			



**Day Work Summary**

Sr. No.	Description	Amount
1	Total for Day Work: Labour	
2	Total for Day Work: Materials	
3	Total for Day work: Contractor's Equipment	
4	Total for Day work: Rates for Load Bearing Test for Bridges Equipment	
	Total for Day work (Provisional Sum)	
	(Carried forward to Bid Summary, P _____)	

a. The employer should insert local currency unit

**Details of Provisional Sums for execution by bidder**

Sr. no.	Description	Estimated Value (INR)
1	<p><b>Relocation of Utilities such as Water Mains, Sewer lines, Storm Water Lines, Electrical underground cables, High Tension Electrical Tower Line of the Railways and all other underground and over-ground utilities required to be shifted before construction of the Flyover and Service roads.</b></p> <p>All necessary permissions and co-ordination will be done by the contractor for Utility works. The works intrer-alia includes following list of works,</p> <ul style="list-style-type: none"> <li>• Relocation/shifting of the H.T.Tower Line of Railways on East and West side of the Railway Line after obtaining all necessary permissions from the Central Railway.</li> <li>• Shifting of existing Sewer Lines coming under the Flyover and Service roads.</li> <li>• Shifting of existing Water Supply Lines owned by PCMC and MIDC coming under the Flyover and Service roads.</li> <li>• Shifting of existing HT/LT Electrical lines coming under the Flyover and Service roads and also those coming in the way of the Flyover.</li> <li>• Shifting of existing storm water lines coming under the Flyover and Service roads.</li> <li>• Shifting of existing OFC lines coming under the Flyover and Service roads.</li> <li>• Installation of Electrical lines, for various facilities provided in the Flyover.</li> </ul>	INR 25 Million

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	<ul style="list-style-type: none"><li>• Installation of Traffic Signals for all the junctions in the Flyover area as per IRC specifications.</li><li>• Supply, installation and commissioning of Street Lighting arrangement complete with poles, fixtures, lamps, cables, junction boxes, timers, Feeder Pillars, Transformers etc. Complete.</li></ul>	
2	Shifting, Installation, commissioning, operation and maintenance of Traffic Signals including design of phases at junctions	INR 15 Million
3	Landscaping and Arboriculture including plantation, maintenance for five years from project completion date.	INR 7 Million

6

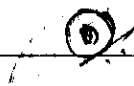




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## **Technical Proposal**

- **Site Organization**
- **Details of Proposed Sub Contractors / Specialised Contractors**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Equipment**
- **Others**





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**Site Organization**

To Be filled By Bidder

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SAMPLE FORM OF DETAILS OF PROPOSED SUB-CONTRACTORS / SPECIALISED  
SUB-CONTRACTORS

**Proposal for sub contracting components of the works amounting to more  
than 10% of the contract price**

<b>Section of Works</b>	<b>Approx Value*</b>	<b>Name(s) Address(es) of Sub- Contractor(s)</b>	<b>Description, Location, Similar Works previously executed by Sub- Contractor</b>
1			
2			
3			
4			
5			
6			

\* **Value in Indian Rupees Equivalent.**

Note:-In no case, the Contractor will be permitted to sublet more than 25%  
(Cummulative Value of Sub-contracted Work) of the Accepted Contract  
Amount including those to specialized sub-contractors.



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## **Method Statement**

The Bidder has to submit detailed work methodology to complete the project in conformity with design criteria and employers requirement.

Note :-

The proposed methodology and program of construction, Environmental Management Plan (EMP) should be backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of work as per technical specifications within stipulated period of completion as per the target set in Clause No 8.2 of PC. The Details shall be submitted as a part of the Technical Proposal.

A small, handwritten mark or signature, possibly a circle with a diagonal line through it, located at the bottom left of the page.



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**Mobilization Schedule**

**To Be filled By Bidder**

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## **Construction Schedule**

The Bidder has to submit detailed construction program with respect milestones, stages of construction. This shall also include activities related to design, submission & approval from various bodies PCMC, Railway, MoSRTH and any govt agency.

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**Form EQU: Equipment**

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	



**Personnel**

**Form PER-1: Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

<b>1.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>2.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>3.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>4.</b>	<b>Title of position*</b>
	<b>Name</b>

\*As listed in Section III.







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### **Bidders Qualification.**

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

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**Form ELI – 1: Bidder’s Information Sheet**

<b>Bidder’s Information</b>	
<b>Bidder’s legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Bidder’s country of constitution</b>	
<b>Bidder’s year of constitution</b>	
<b>Bidder’s legal address in country of constitution</b>	
<b>Bidder’s authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	



**Form ELI – 2: JV Information Sheet**

*Each member of a JV must fill in this form*

<b>JV / Specialist Subcontractor Information</b>	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

**Form CON – 2: Historical Contract Non-Performance**



The following table shall be filled in for the Bidder and for each partner of a Joint Venture]

Bidder's Legal Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Joint Venture Party Legal Name: \_\_\_\_\_  
 ICB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements			
( Contract non-performance did not occur during the 5 years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
( Contract(s) not performed during the 5 years specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below.			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Employer:] Address of Employer: Matter in dispute:	



**Form FIN – 1: Financial Situation**

*Each Bidder or member of a JV must fill in this form*

<b>Financial Data for Previous 3 Years</b>		
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>

**Information from Balance Sheet**

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Net Worth			
Net Cash Accruals			

**Information from Income Statement**

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



**Form FIN – 2: Average Annual Construction Turnover**

*Each Bidder or member of a JV must fill in this form*

<b>Annual Turnover Data for the Last 3 Years (Construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>US\$ Equivalent</b>
<b>Average Annual Construction Turnover</b>			

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to US\$ at the rate of exchange at the end of the period reported.



**Form FIN – 3: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (US\$ equivalent)</b>
1		
2		
3		





**Form FIN – 4: Current Contract Commitments / Works in Progress**

Bidders and each partner to a JV 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.

<b>Current Contract Commitments</b>							
<b>Descripti on Of Work</b>	<b>Place &amp; State</b>	<b>Contra ct No &amp; Date</b>	<b>Name &amp; Adress Of Employ er</b>	<b>Value Of Contra ct (Rs. Million)</b>	<b>Stipulate d Period Of Completi on</b>	<b>Value Of Works* Remaining To Be Completed (Rs. Million)</b>	<b>Anticipat ed Date Of Completi on</b>

**\*Attach cetificate(s) from the Engineer(s)-in-Charge**



**Form EXP – 1: General Construction Experience**

*Each Bidder or member of a JV must fill in this form*

<b>General Construction Experience</b>				
<b>Startin g Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder</b>	<b>Role of Bidder</b>



**Form EXP – 2(a): Specific Construction Experience**

Fill up one (1) form per contract.

<b>Contract of Similar Size and Nature</b>			
<b>Contract No . . . . .</b> <b>. of . . . . .</b>	<b>Contract Identification</b>		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	US\$		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
<b>Description of the similarity in accordance with Criteria 2.4.2(a) of Section III</b>			



**Form EXP – 2(b): Specific Construction Experience in Key Activities**

Fill up one (1) form per contract

Contract with Similar Key Activities		
<b>Contract No . . . . .</b> <b>. of . . . . .</b>	<b>Contract Identification</b>	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor
Total Contract Amount	US\$	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with Criteria 2.4.2(b) of Section III		



**Form of Bid Security**

**(Bank Guarantee)**

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s)]

*BLB*



**Section V. Eligible Countries**

**Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement**

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

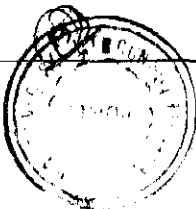
(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

\_\_\_\_\_  
\_\_\_\_\_

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

\_\_\_\_\_  
\_\_\_\_\_

  
**EXECUTIVE ENGINEER ('D' WARD)**  
Pimpri-Chinchwad Municipal Corporation





## **PART 2 –WORKS REQUIREMENTS**



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## **Section VI. Works Requirements**

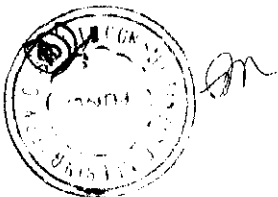
### **Contents**

Scope of Works and Employers Requirements

Specifications

Drawings

Supplementary Information







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**Scope of Works and Employers Requirements**

**(Given in Volume II of IV of this bid document)**

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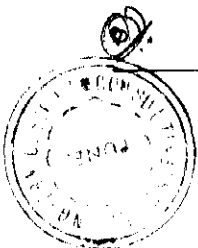
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## **Specifications**

**(Given in Volume III of IV of this bid document)**

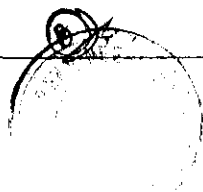




## **Drawings**

**(Given in Volume IV of IV of this bid document)**

A CD containing SOFT COPY of all drawings is also enclosed with Vol - IV to enable bidders to have a print of larger scale if required.

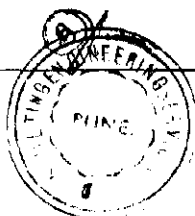




**Supplementary Information**

**SOIL INVESTIGATION REPORT**

(Given in Volume III of IV of this bid document)





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## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**



## **Section VII. General Conditions (GC)**

Name of the Employer:

**The Municipal Commissioner,  
Pimpri Chinchwad Municipal Corporation,**

Name of the Contract:

**Design and Construction of Flyover and ROB at Nashik Phata on Old Mumbai Pune NH-4 Including Bridge on River Pawana.**

The **General Conditions** of Contract shall be those forming of the **Conditions Of Contract for Plant and Design-Build**, First Edition, 1999 prepared by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC).

All Standard Clauses of General Conditions of Contract of FIDIC Standard documents shall appear in this section without any changes or modifications. That modifications wherever required, have been done and set out in hereof entitled "**Particular Conditions**" (Section VIII).

It is intended that Bidders shall purchase directly their own individual copies of the above FIDIC Conditions of Contract as specified herein above.

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

Facsimile: 41 21 653 5432

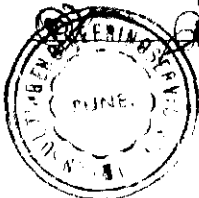
Telephone: 41 21 653 5003

E-mail: fidic@pobox.com.

Web site: www.fidic.org.

  
EXECUTIVE ENGINEER ('D' WARD)

Pimpri Chinchwad Municipal Corporation

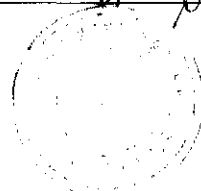




**Section VIII. Particular Conditions (PC)**

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

*[Handwritten Signature]*  
EXECUTIVE ENGINEER ('D' WARD)  
Pimpri Chinchwad Municipal Corporation





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## **Particular Conditions**

Clause and Sub-Clause numbers refer to the Clauses and Sub-Clauses in the GENERAL CONDITIONS

### **CLAUSE I**

#### **Sub Clause 1.12 Confidential Details**

##### **Add following as last para**

The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carryout obligations under it or to comply with applicable Laws. The Contracor shall not publish, permit to be publishes, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of Employer.

##### **Add New Sub Clause 1.15**

#### **Inspections and Audit by the Bank**

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Contractor's attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 1.15 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

### **CLAUSE 3**

#### **Sub Clause 3.1 Engineer's Duties and Authorities**

##### **Add at the end of Sub-Clause 3.1:**

The Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions:

- (a) Sub-Clause 4.12 [Unforeseeable Physical Conditions]: Agreeing or determining an extension of time and/or additional cost.
  - (b) Sub-Clause 13.1 [Right to Vary]: Instructing a Variation, except;
    - (i) in an emergency situation as determined by the Engineer, or
    - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
  - (c) Sub-Clause 13.3 [Variation Procedure]: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 [Right to Vary] or 13.2 [Value Engineering].
-





- (d) Sub-Clause 13.4 [Payment in Applicable Currencies]: Specifying the amount payable in each of the applicable currencies

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 [Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Employer.

**Add New Sub-Clause 3.6 –  
Site Meetings**

The Engineer shall summon all parties concerned to the first Site Meeting where he shall decide upon the plan of execution of Work submitted by the Contractor and future meetings.

It shall be the duty of the Contractor or his Representative to participate in the Site Meetings.

The purpose of the Site Meetings is to coordinate the various work components with the Contractor, to register the time in relation to the Programme and to record agreements made.

**CLAUSE 4**

**Sub Clause 4.4 Sub Contractors**

**Add following as**

- (d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].

The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.



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**Sub Clause 4.19: Electricity, Water and Gas**

Delete the Clause and substitute by

The Contractor shall obtain his own supply of water, electricity, fuel etc. required in connection of the work. The employer will extend necessary assistance in obtaining such supplies from the authorities concerned by way of recommendations.

**Sub Clause 4.20: Delete the entire sub clause.**

**Add New Sub Clause 4.25:**

**Assignment of Benefit of Subcontract**

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.

**CLAUSE 6**

**Sub-Clause 6.7 – Health & Safety**

**Add following as last para**

HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Sub-Contractors and Consultants' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour.

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The Contractor shall include in the program to be submitted for the execution of the Works under Sub-Clause 8.3 [Programme] an alleviation program for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose.

**Add New Sub-Clause 6.12**

**Foreign Personnel**

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

**Add New Sub-Clause 6.13**

**Supply of Foodstuffs**

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

**Add New Sub-Clause 6.14**

**Supply of Water**



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The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

**Add New Sub-Clause 6.15 -**

**Measures against Insect and Pest Nuisance**

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as instructed by the Engineer. The Contractor shall warn his staff and labour of the dangers of bilharzia and wild animals.

**Add New Sub-Clause 6.16**

**Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal thereto by Contractor's Personnel.

**Add New Sub-Clause 6.17**

**Arms and Ammunition**

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

**Add New Sub-Clause 6.18**

**Festivals and Religious Customs**

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

**Add New Sub-Clause 6.19**

**Funeral Arrangements**

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The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.

**Add New Sub-Clause 6.20**

**Prohibition of Forced or Compulsory Labour**

The contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

**Add New Sub-Clause 6.21**

**Prohibition of Harmful Child Labour**

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

**Add New Sub-Clause 6.22**

**Employment Records of Workers**

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

**Add New Sub-Clause 6.23 –**

**Implementation of Labour Welfare Provisions**

**to Contractor's Personnel**

"During continuance of the contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The



Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

### **Salient Features Of Some Major Labour Laws Applicable To Establishments Engaged in India**

In Building And Other Construction Work

(i) Workmen Compensation Act 1923

The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(ii) Payment Of Gratuity Act 1972

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) Employees PF and Miscellaneous Provision Act 1952

The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

- (a) Pension or family pension on retirement or death as the case may be.
- (b) Deposit linked insurance on the death in harness of the worker.
- (c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1951

The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(v) Contract Labour (Regulation and Abolition) Act 1970



The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The principal employer is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments or contractor of principle employer if they employ 20 or more contract labour.

(vi) Minimum Wages Act 1948

The employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

(vii) Payment of Wages Act 1936

It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and not for making discrimination against Female employees in the matters of transfers, training and promotions etc.

(ix) Payment of Bonus Act 1965

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3,500/- P.M. or less. The bonus to be paid to employees getting Rs.2,500/- PM or above upto Rs. 3,500/- PM shall be worked out by taking wages as Rs. 2,500/- p.m. only. The Act does not apply to certain establishments. The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.

(x) Industrial Disputes Act 1947

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(xi) Industrial Employment (standing orders) Act 1946



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It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer on matters provided in the Act and get the same certified by the designated Authority.

(xii) Trade Unions Act 1928

The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(xiii) Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

(xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.

(xv) The Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act 1996

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All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at rate not exceeding 2% of the cost of construction as may be notified by the Government. The employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodation for Workers near the workplace etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

**Add New Sub-Clause 6.24 -**

**Objection to Contractor's Employees (New Clause)**

If the proficiency in the English Language of the Contractor's key staff proves not to be acceptable, the Engineer may require the employee replaced by one acceptable to the Engineer.

**CLAUSE 11**

**Sub Clause 11.1 Completion of outstanding work and Remedying Defects:**

**Add following as first para**

The Contractor of his own shall search the defects in the work during defect liability period inform to the Engineer and remedy the same at his own cost.

Contractor shall carry one inspection in every 3 months during the first year after completion of the work and minimum one inspection in every 2 months for the remaining years of Defect Liability Period.

**CLAUSE 13**

**Sub Clause 13.7: Adjustment For Changes In Legislation**



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**Add following as last para**

Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost]

**Sub Clause 14.1: The Contract Price**

**Delete last para &**

**Add following as (e)**

(e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.

**Sub Clause 14.2: Advance Payment**

**Replace 5<sup>th</sup> and 6<sup>th</sup> Para with the following**

Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:.

- (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- (b) deductions shall be made at the amortisation rate stated in the Appendix to Tender of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 per cent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension

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and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer] and Sub-Clause 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.

**Sub Clause 14.7 Payment**

**Replace (b) and (c) with the following**

- (a) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor, within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and
- (b) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement, within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2.

**Sub Clause 14.9 Payment of Retention Money**

**Add following as last para**

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].

Unless otherwise stated herein, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to this Bid document in another form approved by the Employer and provided by an entity approved by the Employer, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in



Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

## **CLAUSE 15**

### **Add New Sub Clause 15.6**

#### **Corrupt or Fraudulent Practices**

If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 15.2 [Termination by Employer].

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;



- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 1.15 [Inspections and Audits by the Bank].

**CLAUSE 16**

**Sub Clause 16.1: Contractors Entitlement to Suspend the Work**

**Add following as second para**

Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.

**Sub Clause 16.2: Termination by Contractor**

**Add following as (h) & (i)**

- (h) In the event the Bank suspends the loan or credit from which part of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work, or (ii) terminate his employment under the Contract by giving



notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.

- (i) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

**Add New Sub-Clause 17.7 –  
Use of Employer's Accommodation/Facilities**

The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

**CLAUSE 18**

**Sub Clause 18.1 General Requirements for Insurances**

**Add following as last para**

The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers

**CLAUSE 19**

**Sub Clause 19.4: Consequence of Force Majeure**

**Replace existing (b) with**

- (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not



indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].

## **CLAUSE 20**

### **Sub-clause 20.1: Contractor's Claims**

#### **Add following as penultimate para**

If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer it to the Dispute Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision].

## **20.6 Arbitration**

### **Delete existing and Replace with**

Unless indicated elsewhere in this document, any dispute not settled amicably and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties:

- (a) The dispute shall be finally settled under the provisions of the Indian Arbitration Act 1996 and as per the procedure Annexed herewith as Appendix-II.
- (b) The dispute shall be settled by three Arbitrators appointed in accordance with the procedure and the place of arbitration shall be Pune
- (c) the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language], and

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.



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**20.7 Failure to Comply with Dispute Board's Decision**

**Delete existing and Replace with**

In the event that a Party fails to comply with a final and binding DB decision, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.

**20.8 Expiry of Dispute Board's Appointment**

**Delete existing and Replace with**

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place, whether by reason of the expiry of the DB's appointment or otherwise:

- (c) (a) Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply, and
- (d) (b) the dispute may be referred directly to arbitration under Sub-Clause 20.6 [Arbitration].

**APPENDIX-I**

**A General Conditions of Dispute Board Agreement**

**1. Definitions**

Each "Dispute Board Agreement" is a tripartite agreement by and between:

- (a) the "Employer";
- (b) the "Contractor"; and
- (c) the "Member" who is defined in the Dispute Board Agreement as being:
  - (i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or
  - (ii) one of the three persons who are jointly called the "DB" (or "Dispute Board") and, where this is the case, the other two persons are called the "Other Members."

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which

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incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

**2. General Provisions**

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.

**3. Warranties**

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

**4. General Obligations of the Member**

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or



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otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;

- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
  - (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
  - (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;
  - (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
  - (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
  - (h) ensure his/her availability for all site visits and hearings as are necessary;
  - (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
  - (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other
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Members (if any); and

- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

**5. General  
Obligations of  
the Employer  
and the  
Contractor**

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

**6. Payment**

The Member shall be paid as follows, in the currency

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named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
- (i) being available on 28 days' notice for all site visits and hearings;
  - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
  - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
  - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
- (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
  - (ii) each working day on Site visits, hearings or preparing decisions; and
  - (iii) each day spent reading submissions in preparation
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for a hearing.

- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be

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entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

#### **7. Termination**

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

#### **8. Default of the Member**

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and



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the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

**9. Disputes**

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.



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## **PROCEDURAL RULES**

Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

- (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
- (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

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Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Employer and the Contractor empower the DB, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures, and
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
  - (i) either the Employer or the Contractor does not agree that they do so,  
or

**Pimpri Chinchwad Municipal Corporation**

**Name of work:** Design and construction of Flyover and ROB at Nashik Phata on  
old Mumbai-Pune NH.-4 including Bridge on River Pawana

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- (ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.





## **APPENDIX-II – Arbitration Procedure**

### **ARBITRATION** (PC Clause 20.6)

The procedure for arbitration shall be as follows:

- 20.6 (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Indian Roads Congress.
- (b) In the case of dispute with a Foreign contractor the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the President of the Indian Roads Congress.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Indian Roads Congress both in cases of the Foreign Contractor as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the order of the President of the Indian Roads Congress making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at Pune in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.





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- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal, and shared by both parties equally. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Deleted
- (g) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.
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**Appendix to Tender/Contract Data**

Conditions	Sub- Clause	Data
<b>Employer's name and address</b>	1.1.2.2 & 1.3	The Municipal Commissioner, Pimpri Chinchwad Municipal Corporation PCMC Main Building, Mumbai-Pune Road Pimpri, Pune-411018 Tel.: (020) 27425511, Fax No:(020) 27425600, e-mail id: <a href="mailto:pcmc@vsnl.com">pcmc@vsnl.com</a>
<b>Contractors Name</b>	1.1.2.3	
<b>Engineer's name and address</b>	1.1.2.4 & 1.3	The Executive Engineer, Pimpri Chinchwad Municipal Corporation, PCMC Main Building, Mumbai-Pune Road Pimpri, Pune-411018 Tel.: (020) 27425511, Fax No:(020) 27425600, e-mail id: <a href="mailto:pcmc@vsnl.com">pcmc@vsnl.com</a>
<b>Time for Completion</b>	1.1.3.3	917 days for completion of total project. The Completion of project will be as defined in 1.1.5.6 given at the end of this Appendix to Tender
<b>Defects Notification Period</b>	1.1.3.7	1825 days.
<b>Sections</b>	1.1.5.6	As per the Table of Sections given at the end of this Appendix to Tender.
<b>Electronic transmission systems</b>	1.3	Deleted
<b>Governing Law</b>	1.4	Laws of Union of India
<b>Ruling language</b>	1.4	English
<b>Language for communications</b>	1.4	English
<b>Time for the Parties entering into a Contract Agreement</b>	1.6	28 days from issue of Commencement Date
<b>Time for access to the Site</b>	2.1	No later than the Commencement Day, except for the following parts:-

*[Signature]*  
 EXECUTIVE ENGINEER ('D' WARD)  
 Pimpri Chinchwad Municipal Corporation



Conditions	Sub-Clause	Data										
		The Land for up/down Ramps R1,R2, L1, L2* and Loop Lp1 shall be handed over after 180 days from date of commencement.  *For R-1, R-2, L-1, L-2 see Volume-IV.										
<b>Engineer's Duties and Authority</b>	3.1 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 5% shall require approval of the Employer.										
<b>Performance Security</b>	4.2	Five (5%) of the Accepted Contract Amount.										
<b>Period for Notifying unforeseeable errors, faults and defects in employers requirements</b>	5.1	28 days										
<b>Normal working hours</b>	6.5	08:00 Hours to 18:00 Hours										
<b>Delay damages for the Works</b>	8.7	<table border="1"> <thead> <tr> <th>Section</th> <th>Damages for Delay Per Day % of Accepted Contract Amount</th> </tr> </thead> <tbody> <tr> <td>No. I</td> <td>0.06</td> </tr> <tr> <td>No. II</td> <td>0.06</td> </tr> <tr> <td>No. III:</td> <td>0.06</td> </tr> <tr> <td>No. IV:</td> <td>0.06</td> </tr> </tbody> </table> <p>Currency: INR</p>	Section	Damages for Delay Per Day % of Accepted Contract Amount	No. I	0.06	No. II	0.06	No. III:	0.06	No. IV:	0.06
Section	Damages for Delay Per Day % of Accepted Contract Amount											
No. I	0.06											
No. II	0.06											
No. III:	0.06											
No. IV:	0.06											
<b>Commencement date shall be</b>	8.1	Within 42 days after contractor receives Letter of Acceptance										
<b>Maximum amount of delay damages</b>	8.7	10% of the Accepted Contract Amount.										
<b>Provisional Sums</b>	13.5.(b) (ii)	5%										
<b>Adjustments for Changes in Cost</b>	13.8	As per Schedule of Adjustment data given in Section IV										
<b>Total advance payment</b>	14.2	5% of the Accepted Contract Amount payable in single installment.										



<b>Conditions</b>	<b>Sub- Clause</b>	<b>Data</b>
<b>Amortization Rate of advance payment</b>	14.2 (b)	10% (Ten Percent) of each Interim Payment Certificate
<b>Percentage of Retention</b>	14.3	8% (Eight Percent) of each Interim Payment Certificate till amount reaches to 5 % (Five Percent ) of the Contract Price
<b>Limit of Retention Money</b>	14.3 (c)	5% of the Accepted Contract Amount
<b>Plant and Materials</b>	14.5(b)(i)	Not Applicable
	14.5(c)(i)	Not Applicable
<b>Min Amount of IPC</b>	14.6	INR 30 Million
<b>Interest rates for financial charges in case of delayed payment</b>	14.8	10% per annum simple interest or actual financing cost, whichever is higher
<b>Currency/Currencies of Payment</b>	14.15	As per table of Adjustment Data
<b>Periods for submission of insurance:</b> a. evidence of insurance. b. relevant policies	18.1	14 days from commencement date 28 days from commencement date
<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	18.2(d)	Rupees 3 Million.
<b>Minimum amount of third party insurance</b>	18.3	Rs.20 million per occurrence. Minimum 5 occurrences to be maintained at any given point of time.
<b>Date by which the DB shall be appointed</b>	20.2	28 days after the Commencement date
<b>The DB shall be comprised of</b>	20.2	Three Members
<b>Appointment (if not agreed) to be made by</b>	20.3	President, Indian Roads Congress, New Delhi.

**Sub Clause 1.1.5.6 Definition of Sections**



The Contractor shall complete the following works in each section within the Time for completion.

Section No.	Section Contents	Time* (Days)
I	<ul style="list-style-type: none"><li>• Construction of Service roads on NH-50 for diversion of Traffic before construction of Flyover</li><li>• 100% completion of Foundation, Substructure and Superstructure work for 2nd Floor Level Flyover including allied works and opening to traffic.</li><li>• Re-construction of slab culvert at Ch.0+540 in all respects and opening to traffic.</li><li>• Shifting, Re-location and laying of all New and existing overground and underground utilities such as Electricity lines (HT/LT), Street Light poles, OFC/Telephone lines, Stormwater lines, Water supply lines, Sewage lines, Gas pipelines etc.</li><li>• Tree cutting and transplantation.</li></ul>	365
II	<ul style="list-style-type: none"><li>• 50% work of Foundation, Substructure and Superstructure of Main First Floor Flyover, all up/down ramps, River Bridge.</li><li>• 75% completion of the ROB portion of the Interchange</li><li>• 50% work of all balance RE walls, Solid Ramps, Road works.</li><li>• 100% Completion of the pedestrian cum cycle subway across Mumbai Pune road and Pune Nashik Highway NH-50.</li><li>• 50% work of Precasting/cast in situ structural elements of superstructure</li></ul>	550
III	<ul style="list-style-type: none"><li>• 25% completion of the ROB portion of the Interchange</li><li>• 100 % completion of all Flyovers, ROB, River Bridge, Ramps, Pedestrian Subway, CD works, all balance and dependant utility works and opening the interchange to traffic.</li><li>• Atleast 75% work of RCC Staircase, BRTS Infrastructure, Electrically operated Escalators, Electrically operated Lifts, Street Light works.</li></ul>	856
IV	<ul style="list-style-type: none"><li>• Completion of all Balance activities, Lane markings, Finishing works, BRTS infrastructure, Electrical and Electronic works etc. complete</li></ul>	917

Time for completion of project is 30 (Thirty) Months including monsoon.





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**SECTION IX**  
**CONTRACT FORMS**  
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**Notification of Award**

**LETTER OF ACCEPTANCE**

*[Letterhead paper of the Employer]*

*[Date]*

To: *[name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Annex to the Particular Conditions - Contract Forms, of the Bidding Document

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

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A handwritten signature in black ink, appearing to be 'B. J.' with a long horizontal stroke extending to the right.



### Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ between \_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter "the Employer"), of the one part,  
and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the  
Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as  
\_\_\_\_\_ should be executed by the Contractor,  
and has accepted a Bid by the Contractor for the execution and completion of  
these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (i) The Contract Agreement
  - (ii) the Letter of Acceptance
  - (iii) the Letter of Tender
  - (iv) the Particular Conditions
  - (v) the General Conditions;
  - (vi) Employers Requirements
  - (vii) Schedules and
  - (viii) the Contractors Proposal and any other documents forming part of contract
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**Pimpri Chinchwad Municipal Corporation**

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Name of work: Design and construction of Flyover and ROB at Nashik Phata on  
old Mumbai-Pune NH.-4 Including Bridge on River Pawana



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IN WITNESS whereof the parties hereto have caused this Agreement to be  
executed in accordance with the laws of \_\_\_\_\_ on  
the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the  
Employer)

Signed by \_\_\_\_\_ (for  
the Contractor)

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**Performance Security**

**Option 1: (Demand Guarantee)**

\_\_\_\_\_ [Bank's Name, and Address of Issuing  
Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Employer]

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Contractor]  
(hereinafter called "the Contractor") has entered into Contract No.  
\_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with  
you, for the execution of \_\_\_\_\_ [name of contract and brief  
description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a  
performance guarantee is required.

At the request of the Contractor, we \_\_\_\_\_ [name of Bank]  
hereby irrevocably undertake to pay you any sum or sums not exceeding in  
total an amount of \_\_\_\_\_ [amount in figures] ( \_\_\_\_\_ ) [amount  
in words],<sup>1</sup> such sum being payable in the types and proportions of currencies  
in which the Contract Price is payable, upon receipt by us of your first demand  
in writing accompanied by a written statement stating that the Contractor is in  
breach of its obligation(s) under the Contract, without your needing to prove or  
to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any  
demand for payment under it must be received by us at this office on or before  
that date.

\_\_\_\_\_  
[signature(s)]

\_\_\_\_\_



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## Retention Money Security

### Demand Guarantee

\_\_\_\_\_ [Bank's Name, and Address of Issuing  
Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Employer]

**Date:** \_\_\_\_\_

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Contractor]  
(hereinafter called "the Contractor") has entered into Contract No.  
\_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with  
you, for the execution of \_\_\_\_\_ [name of contract and brief  
description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract,  
when the Taking-Over Certificate has been issued for the Works and the first  
half of the Retention Money has been certified for payment, payment of [insert  
the second half of the Retention Money or if the amount guaranteed under the  
Performance Guarantee when the Taking-Over Certificate is issued is less than  
half of the Retention Money, the difference between half of the Retention  
Money and the amount guaranteed under the Performance Security] is to be  
made against a Retention Money guarantee.

At the request of the Contractor, we \_\_\_\_\_ [name of Bank]  
hereby irrevocably undertake to pay you any sum or sums not exceeding in  
total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount  
in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a  
written statement stating that the Contractor is in breach of its obligation under  
the Contract because the Contractor used the advance payment for purposes  
other than the costs of mobilization in respect of the Works.

**Pimpri Chinchwad Municipal Corporation**

Name of work: Design and construction of Flyover and ROB at Nashik Phata on  
old Mumbai-Pune NH.-4 Including Bridge on River Pawana

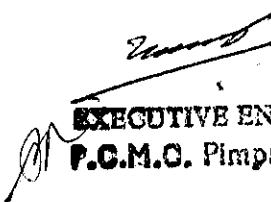
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It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of Bank].

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

\_\_\_\_\_  
[signature(s)]

  
**EXECUTIVE ENGINEER,  
P.C.M.C. Pimpri-411 019**

