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MMRDA

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY



DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR
GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)

VOLUME – 1

INSTRUCTIONS TO BIDDERS

JUNE 2024



Pathak
EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA

List of Volumes

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Volume 3: Schedule of Payments
Volume 4: Contract Forms
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Q. Z. Hod
**EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA.**

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NOTICE INVITING BID (NIB)

Mumbai Metropolitan Region Development Authority (MMRDA) through the process of E-tendering invites "ON LINE" bids in two Cover system Cover I (Packet A – Eligibility & Qualification AND Packet B - Technical) & Cover II – Financial (Packet C) on "Design and Build (DB) contract for the work of **"DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)"** from the experienced prospective bidders fulfilling the **mandatory eligibility criteria** and **Technical scoring** of minimum **75 marks** in the Technical bid evaluation, comprising of total 100 marks,:

Sr. No.	Description	Details
1.	Name of Work	DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)
2	Scope of work	Design and construction of 6 Lane Road (Including viaducts, bridges and retaining structures) from Balkum to Gaimukh for a length of 13.450 km
2	Tender Security (EMD)	EMD : INR 12,98,95,500 /- Bidders shall pay 10 % amount (INR 1,29,89,550) through online payment gateway mode + 90 % amount (INR 11,69,05,950) through Bank Guarantee as specified.
3	Completion Period	48 months of construction period for Design and Construction (including CRZ, Environmental, Other Clearances and monsoon period) from the Letter of Acceptance 24 Months Defects liability period (DLP) from the date of project completion certificate issued by the employer
4	Joint Venture	Not Allowed
5	Tender Processing Fee	Rs. 1,00,000/- (Including GST) (Non- refundable)

The complete BID document can be viewed / downloaded from e-procurement portal of MMRDA <https://mahatenders.gov.in> from date specified in Bidding programme

Please note that the Authority reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

BIDDING PROGRAMME

Sr.No.	Critical Dates	(DD.MM.YYYY / Hrs. Mins.)
A.	Publish Date	29/06/2024 12.00 Hrs.
B.	Document Download / Sale Date	29/06/2024 12.00 Hrs.
C.	Document Sale End Date	12/07/2024 16.00 Hrs.
D.	Pre-Bid Meeting Date	02/07/2024 11.00 Hrs..
E.	Bid Submission End Date	12/07/2024 18.00 Hrs.
F.	Technical Bid Opening Date	15/07/2024 10.00 Hrs.

All bidders are required to submit original Bank Guarantee towards EMD and Tender fee on the date of Bid submission day during office hours in the office of the hours in **the office of the Executive Engineer, MMRDA, 5th Floor, Engineering Division, MMRDA Building, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051..** The failure or omission to submit the original documents as said above shall disqualify the bidder for this bid and also debar the agency for issue of bids for further one year.




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Sd /-

Chief Engineer




**EXECUTIVE ENGINEER
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M.M.R.D.A.**

INSTRUCTIONS FOR E-TENDERING

1. The e-Tendering process of MMRDA is enabled through its Portal www.mahatenders.gov.in.
2. All the tender notices including e-Tender notices will be published under the 'e-Tenders' section of MMRDA Portal.
3. All the information documents are published under the 'e-Procurement' section of MMRDA Portal.
4. No manual offers sent by Post/Fax or in person shall be accepted against e-tenders even if these are submitting on the firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
5. Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as well as confirmation of the bid offered by the bidder which shall include acceptance of special directions/terms and conditions incorporated, if any.
6. All the documents and data submitting by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and 'Company' Type.
7. Digital Signature Certificates: Consultants can procure digital signature certificate from any of the certifying authorities in India.
8. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
9. In order to participate in an e-Tender, the registered bidders need to follow the steps given below.
 - a) Open the e-Tendering application by clicking the link available in 'e-Tendering' section of MMRDA Portal.
 - b) Make payment of tender fee online and the same can be done by accessing 'Pay Tender Fees' option. By this one will be able to pay Tender fee through Payment Gateway. If the transaction is successful, the consultant can register his interest to participate. Without Registration one cannot quote for the Bid/Tender. Download all the documents by clicking the links, which includes the bid, documents along with other relevant information documents.
 - c) Pay Bid security Earnest Money Deposit (EMD) as per the instructions given in the Bid Document.
 - d) Upload the tender (bid) documents as specified in Sr. No 13 below of this document, in the same folder named "Bidder's Documents". System will prompt for digital signature certificate while uploading these documents.
 - e) The bidder shall download the relevant documents where the information is to be filled



in, take out the print, fill up the required information and sign, scan the documents and upload the same in the folder named "Bidder's Documents".

- f) Before Submission, Bidders to verify/ensure that the documents are uploaded properly.
 - g) Submit the Commercial bid (Packet C) by filling in the values on the screen. All the inputs given on this screen need to be digitally signed and saved.
 - h) Packet A, the technical bid (Packet B) and commercial bid (Packet C) shall be submitting online on and before the date and time mentioned for submission of bids
 - i) The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (MMRDA) starts Bid Opening for Cover -I (Packet A & Packet B) after reaching End Date and Time and Bid Evaluation process starts.
 - j) Ensure that your bid is submitting by verifying the 'Bid Status' of the bid in the initial bids listing screen as 'Bid submitting'
10. Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. MMRDA will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (MMRDA) within stipulated time limit, MMRDA shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitting by Bidders or sent to Bidders, if not received or bounced back at the receiving end due to any problem in server or connectivity MMRDA shall not be held responsible. It is the responsibility of the consultants to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Consultants shall scan all the documents before uploading the same.
11. It is the responsibility of the bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Bidders shall scan all the documents before uploading the same.
12. Intimations about any additional documents will be informed to Bidders by e-mail on their mail ID. The bidders shall also send information in reply e-mail followed by hard copy to respective office where the bid is being scrutinized.

In case of any difficulties faced while uploading data by the bidder in online process, it shall be referred to e-mail ID's given elsewhere.

It is the responsibility of the bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Bidders shall scan all the documents before uploading the same.



13. Following documents shall be uploaded by the bidders in the folder named "Bidders Documents" in the online e-Tender.

The Cover I consist of Packet A & Packet B which are as following

(I) the e-Packet 'A' (Qualification Document) shall contain the following-

- (a) Scanned copy of Company Registration Certificate.
- (b) Scanned copy of ISO-9001 Certification.
- (c) Scanned Copy of Bank Guarantee and stamp duty payment.
- (d) A document in support of Registration under GST. Scanned copy of Goods & Service Tax Registration Certificate is mandatory. Those not registered shall submit an undertaking to that effect.
- (e) Scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- ~~(f) Scanned copy of latest Partnership Deed/ JV Deed, in case of Partnership firms/ JV is formed.~~
- (g) Scanned copy of Duly Notarised Power of Attorney, wherever applicable.
- (h) Valid e-Mail IDs of the bidders.
- (i) Scanned copy of Details of financial data.
- (j) Scanned copy of Details of works in hand and works tendered for as on the date of submission of the tender.
- (k) Scanned copy of Project wise experience record of works as required under eligibility criteria.
- (l) Scanned copy of Record of arbitration and litigation
- (m) Scanned copy of Format of Affidavit for "Undertaking cum Indemnity Bond" on Rs.500/- stamp paper regarding the declaration of penal action on the Bidder, in the prescribed format
- (n) Scanned copy of Parent Company guarantee if any
- (o) Scanned copy of undertaking from Bidder to give Performance Bank Guarantee.

(II) The e-Packet "B" (Technical Documents) shall contain the copies of following documents

- (a) Scanned copy of Details of site management technical personnel with Bidder who are proposed for this contract.

- (b) Complete Technical Proposals- Methodology of the work Basic Design Report, Standard



If required, the content of the scanned soft copies of the documents uploaded in Packet "A" & Packet "B" will be compared with the ORIGINAL copies of the document uploaded by bidders in e-tender. If any discrepancies are observed in Original & submitting documents the bidder will be disqualified from the bidding process.

Note:

- a) The bidder shall furnish e-mail ID's of the firm for communication
- b) If the additional information send by MMRDA by e-mail on the bidders e-mail ID as provided by them in the information in bid is not delivered OR in return reply e-mail of additional information is not received to MMRDA in stipulated time, in such lapses MMRDA shall not be responsible. And it will be treated as Non-compliance of additional information by the Bidders.

The Cover II consist of Packet C which is as following

(III) The online e-Packet 'C' (Financial Documents)

The Bidder shall submit the Commercial bid (Packet C) **online only** by filling Complete Financial Proposal. All the inputs given on this screen need to be digitally signed.

Mandatory Requirement (must be uploaded) Once the e-Packet C opening date and time (Price Bid opener filled online date and time) is passed, MMRDA can open the commercial online Bid submitting by the bidder.

(Bid Comparison Report is generated in the system when authorized bid opening committee processes for opening commercial bid).

14. Bidder have to quote amount of each part and upload the same in pdf format. Bidder to quote total amount in excel on <https://mahatenders.gov.in>

The final selection will be as per evaluation method as specified at ITB- 42 (Notification of Acceptance of an e-Tender Submission). If any arithmetical correction found in final price schedule, then proportionate correction will made in each price schedule.

Note:

This e -Tendering process is covered under Information Technology ACT & Cyber Laws as applicable. In e-tendering process some of the terms and its Definitions are to be read as under wherever it reflects in online e -Tendering process.

- Start Date read as "Sale Date"
- End Date read as "Submission Date"
- Supplier read as "Contractor/ Bidder"
- Vendor read as "Contractor/ Bidder"



- Vendor Quotation read as "Contractor's Bidders Offer"
- Purchaser read as "Department/MMRDA"

Bidders shall note that MMRDA reserve rights to reject the tender if the bidder submits the conditional tender, stipulates hedging condition / own conditions and also stipulates the validity period less than what is stated in the tender.

Sd /-

Chief Engineer




**EXECUTIVE ENGINEER
ENGINEERING DIVISION
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APPENDIX A – TENDER DATA SHEET**EXECUTIVE ENGINEER
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APPENDIX A – TENDER DATA SHEET

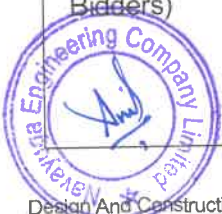
ITB Clause Reference and Description	Item
NIB	Website for Downloading and uploading of Tender Documents at https://mahatenders.gov.in
NIB	Tender processing fee Rs. 1,00,000/- (Including GST)
PART- A – INTRODUCTION	
ITB 1.1 Description of Project	Description of Project: DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH 3 CONNECTOR GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)
ITB 2 Scope of Contract	<p>1. The Bidder shall ensure the technical feasibility of his offer after visiting the Site. It must be clearly understood, that as the Contract is "Design and Build- Contract", the Contractor shall be required to execute every such item(s) of work(s), which are required or considered necessary, for the satisfactory completion and functioning of the entire work(s), even if such items of work are not specified in the Tender.</p> <p>The Contract shall include the Design, procurement, construction, commissioning, testing and setting to work, of a complete, fully functioning project of "DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)"</p> <p>2. Contractor shall be responsible to construct the access/approach road up to and within the site area as specified in Volume 2C of Contract Drawings.</p> <p>3. The list of work includes the following minimum requirements:</p> <ol style="list-style-type: none"> Detailed survey with GPS identification Geo-Technical Survey Ground improvement works Temporary works Site approach roads Storm water drains/ channels/ culverts wherever required Provisions of all services



ITB Clause Reference and Description	Item
	<p>h. Obtaining various Clearances from statutory authorities. All charges against statutory clearances will be paid by Contractor and it shall be reimbursed by the Employer upon the submission of fee receipt.</p> <p>Following are the bare minimum requirements.</p> <ul style="list-style-type: none"> i) CRZ clearance ii) Forest clearances iii) Environment clearance iv) Tree Cutting v) Maharashtra Pollution Control Board vi) Co-ordination for Clearances (Forest /Environment/ land) vii) Rehabilitation and Resettlement viii) Shifting of Utility services including HT/LT lines ix) NOC from various Government/ Non-Government Agencies if any. <p>i. Obtaining required temporary power supply for construction from local supply authority. The responsibilities of obtaining and maintaining the Power Supply shall be as follows:</p> <ul style="list-style-type: none"> • Construction Power & Water – To be obtained and paid for by the Contractor. • Permanent Power supply – To be obtained by the Contractor and required charges payable to supply authority shall be borne by the Employer. <p>j. Design of alignment, road geometric design and safety criteria, etc.</p> <p>k. Design of urban roads, Bridges, viaducts, ramps, geotechnical works, pavements, drainage, signage, markings, telecommunication, lighting and electrical works etc.</p> <p>l. All Designs required for the successful completion of the project.</p> <p>m. Traffic management during construction</p> <p>n. Construction of roads</p> <p>o. Construction of bridges and viaducts</p> <p>p. Construction of ramps</p> <p>q. Construction of geotechnical works such as cuts and embankments</p>



ITB Clause Reference and Description	Item
	<p>r. Underground works waterproofing and drainage.</p> <p>s. Construction of roads, bridges and viaducts</p> <p>t. Setting up of pre-cast yard</p> <p>u. Drainage system</p> <p>v. Road Signage and Marking system and ITMS (Intelligent Transportation Management System)</p> <p>w. All civil, mechanical, electrical, safety, systems, instrumentation works.</p> <p>x. Road Safety Audit by the contractor</p> <p>y. Pavement Monitoring System</p> <p>z. Bridge / Viaduct Health Monitoring System</p> <p>All work elements required to complete the contract other than those listed above will be deemed to be part of this Contract and Cost for the same to be included in Contract price.</p> <p>4. Total Project Length 13.450 km including following components-</p> <ul style="list-style-type: none"> • Lane Configuration - 6 Lane Road • Road at grade and Approaches – 5.260 km • Elevated (Viaduct) – 7.950 km • Creek Bridge – 0.240 km • Chainage - km 0+000 to km 13+450 <p>This road shall be integrated with Three Creek Bridges (Kasarvadavali to Kharbhao, Kolshet to Kalher and Gaimukh to Paigaon) Contractor shall coordinate and make necessary provision for integration with upcoming projects. key maps are shown in BI Volume 5 of the tender</p> <p>Note : Aesthetic design of the project shall be finalised in consultation with Urban Design divisional of MMRDA. Contractor shall follow this direction from inception stage</p>
ITB 3 (Eligible Bidders)	<p>Refer the ITB Clauses No. 3.1-3.18</p> <p>ITB 3.2 Bidders shall follow the latest circular issued by Department for Promotion of Industry and Internal Trade (DPIIT) regarding procurement of equipment and services from foreign companies</p>



ITB Clause Reference and Description	Item
	<p>i) The bidder is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or becomes insolvent, or makes an arrangements with, or assignment in favour of, his creditors, or agree to carry out the bidding under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustments of debts, proceedings are commenced against the bidder or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security or interest over a substantial part of the assets of the bidder, or if any act is done or event occurs with respect to the bidder, or if any act is done or event occurs with respect to the bidder or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, then the bidder is not eligible to participate in bidding process.</p> <p>ii) The blacklisted/debarred/convicted / defaulters on the date of submission of bid (The Blacklisting shall be applicable as per The Manual for Procurement of Works issued by DOE (updated in June 2022) in any other Govt., Semi Govt. organizations and MMRDA and by any Funding Agency such as World Bank, JICA, ADB etc are not eligible to participate the bidding process. Intending bidders should furnish the Affidavit duly notarized on stamp paper of Rs.500 /- as per prescribed format.</p>
ITB 5 Language of Tender	Language of Tender: English Language of Contract: English
ITB 6 Tender Currency	Tender Currency: Indian Rupees (INR)


PART B - TENDER DOCUMENTS AND BACKGROUND INFORMATION.

ITB Clause Reference and Description	Item			
ITB 7 Tender Documents	Volume 1- Instructions to Bidders Volume 1A – Particular Conditions of Contract Volume 2: Employer's Requirements-General Volume 2A: Technical Specifications Civil Works Volume 2B: Technical Specifications Electrical, Mechanical & ITMS Volume 2C: Drawings Volume 3 – Schedule of Payments Volume 4 – Contract Forms Volume 5 – Background Information Volume 6 – Price Schedule			
ITB 8 Background Information	The Background Information is provided as Volume 5 of the Tender Documents.			
PART C – TENDER PROCESS.				
ITB 11 Communication	The Employer shall communicate with Bidders via: circular letter or email The Contact Person is: The Executive Engineer MMRDA MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY, Engineering Division, 5 th Floor, New Administrative Building Bandra-Kurla Complex, Bandra (East) Mumbai 400 051, India Tel No. e-mail: etendersupport@mailmmrda.maharashtra.gov.in			
PART D – E-TENDER SUBMISSION AND REQUIREMENTS.				
ITB 18.3 Tender Submission Packaging and Labelling	The number of files to be uploaded in each Cover and the permissible file types are indicated below: <table><tr><td>Folder</td><td>Packets</td><td>File type</td></tr></table>	Folder	Packets	File type
Folder	Packets	File type		



ITB Clause Reference and Description	Item			
	Cover -I	Packet A	TSV-2	.pdf
			Tender Security, other documents (if any)	.rar
			Form of Undertaking for providing Performance Security	.pdf
			Integrity Pact	.pdf
			Parent Company Guarantee (if any)	.pdf
		Packet B	TSV-3	.pdf
			TSV-4	.pdf
			TSV-5	.pdf
			TSV-6	.pdf
			TSV-7	.pdf
		Other required documents, if any	.rar	
	Cover-II	Packet C	Packet C – (Volume 6 in pdf format),	.pdf
			Packet C – BoQ	.Excel
	Bidders shall note that every folder as above shall be uploaded for the portal to accept a successful submission. Also, please note that the Bidder shall not change the name of the Price Schedule file.			
	ITB 19.1 Tender	“Tender Security: Tender Security (EMD) fee is Indian Rupees. Twelve crores Ninety Eight Lakhs Ninety Five Thousand Five Hundreds only. INR 12,98,95,500 /-		

ITB 19.1
Tender

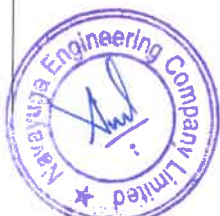
"Tender Security: Tender Security (EMD) fee is Indian Rupees. Twelve crores Ninety Eight Lakhs Ninety Five Thousand Five Hundreds only. INR 12,98,95,500 /-



ITB Clause Reference and Description	Item
Security (EMD)	<p>Bidders shall pay 10 % amount through online payment gateway mode + 90 % amount through Bank Guarantee payable to MMRDA in prescribed as per Annexure A (MMRDA Circular).</p> <p>All processing charges for bank guarantee along with stamp duty will be borne by the Bidder.</p> <p>Bank guarantee shall be valid for 180 days from the date of tender submission as per Bank Guarantee format given in Appendix E-Tender Forms.</p> <p>The Banker guarantee (EMD/Performance/Advance) issued by branches of approved bank beyond Mumbai & Navi Mumbai can be accepted only if the said Banker's guarantee is countersigned by the manager of a branch of the same Bank within Mumbai/Navi Mumbai limit categorically endorsing thereon that said Bankers guarantee is binding on the endorsing branch of the bank within Mumbai and Navi Mumbai limits and is liable to be on forced against the said branch of the bank in case of default by the contractor/supplier furnishing the Bank Guarantee. The details of Tender fee and EMD shall be submitted to the address indicated in ITB 11 immediately after the on-line transfer of the bid by the bidders.”.</p>
ITB 19.6	Deleted
ITB 24	<p>Total Performance security shall be as follows:</p> <p>a) Performance Bank Guarantee of Five percent (5.0 %) of the "Accepted Contract Amount" shall be submitted by way of an irrevocable and unconditional Bank Guarantee. - 2.5% of Accepted Contract Amount on receipt of LoA -2.5% of Accepted Contract Amount on receipt of Environmental Clearance / all Statutory clearances</p> <p>The performance bank guarantee shall be extended from time to time to remain valid till the end of the defect liability period and will be released upon completion of defect liability period.</p> <p>b) Retention money of Five percent (5.0%) shall be recovered through RA Bills during Design and Construction period. After accumulations of retention money of every One Percent (1%) of accepted contract amount, the retention money as deducted shall be released against equivalent amount of bank guarantee issued by any bank listed in annexure A.</p> <p>The Bank Guarantees shall be extended from time to time to remain valid till the end of Defects Liability period.</p>



ITB Clause Reference and Description	Item
PART F – E-TENDER SUBMISSION, WITHDRAWAL AND SUITABILITY	
ITB 32.1 Submission Deadline	Submission deadline: As indicated in the NIB or amended through Corrigendum by the Employer
ITB 33.1 Period of Validity for Tender	Original Tender Validity Period: 180 calendar days after the Submission Deadline.
ITB 33.2 Contract Completion Period (DB)	48 months of construction period for Design and Construction (including CRZ, Environmental, Other Clearances and monsoon period) from the Letter of Acceptance 24 Months Defects liability period (DLP) from the date of project completion certificate issued by the employer
PART G – TENDER OPENING AND EVALUATION	
ITB 36.1 Tender Opening	Tender Opening: As indicated in the NIB or amended through Corrigendum by the Employer
ITB 39 Determination of technical score	As per table in ITB CL. No. 39.2 (Technical Score)
ITB 39.2 & 40.2 Determination of Technical Score	Determination of Technical Score. Technical Marking. After Opening of Packet B and completion of the assessment of bidders eligibility/ qualification, the Employer will assess responsiveness of each tender for the qualifying technical marking which shall be minimum of 75 out of 100. As a result of the technical evaluation, the Bids which are Technically responsive shall be shortlisted. The 'Price Bids of the technically




ITB Clause Reference and Description	Item
	Responsive bidders only shall be opened on the date of opening of Price Bids to be informed to all Technically Responsive Bidders. Conditional bids will not be accepted and will be rejected outright.
ITB 40.2 Financial Evaluation and Comparison of Bids	Financial Evaluation and Comparison of Bids. The employer will evaluate the bid and compare only those bids which have been determined to be substantially technically responsive in accordance with the stipulated criteria.
PART H – AWARD AND CONTRACT EXECUTION.	
ITB 42.1 Notification of Acceptance of an e-tender submission	The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause, and (b) Qualified in accordance with the provisions of Clause.
ITB 42.4 Notification of Acceptance of an e-tender submission	Time period within which the successful Bidder has to submit required documentation to the Employer is 28 days . All contract documents need to be duly affixed with stamp duty, properly signed with evidence / proof of payment of performance security / contract deposit within the above period. Actions by Employer on the failure of Successful Bidder to meet the above timeline: <ol style="list-style-type: none"> 1. The Letter of Acceptance shall be annulled in case the successful Bidder fails to sign the Contract within the above time period (including any grace period granted) and the Employer shall draw upon the Bidder's tender security. 2. Further, the Employer shall take over any site area that has been given to the Bidder for the project. 3. In case of such annulment, the successful Bidder will not be eligible for any compensation or termination payments for any works that they may have carried out in the intervening period.



Sd /-
Chief Engineer




EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA

INSTRUCTIONS TO BIDDERS



PART- A – INTRODUCTION**1.0 General**

- 1.1. The Mumbai Metropolitan Region Development Authority ("MMRDA" or the "Employer"), is requesting online e-tenders for the project described in the Tender Data (the "Project")
- 1.2. Bidders must have already executed projects set out in qualification criteria and must demonstrate appropriate construction experience and capability, technical competence, organizational ability and the financial strength required for executing work.
- 1.3. Single party shall meet all the eligibility and qualification criteria, Joint venture is not permitted. This requirement supersedes all relevant clauses with regard to JV in the tender specified elsewhere.
- 1.4. These instructions are provided to assist bidders while preparing their bid. They shall form part of the contract and they shall be taken into consideration in interpreting or construing the contract.
- 1.5. Bidders are requested to carefully read the following directions, the terms & conditions of the contract; corrigendum, addendum if any, reply to pre-bid queries and sign the form of bid, annexure, specifications and Bill of Quantities and Rates, etc., after making appropriate entries wherever necessary.
- 1.6. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 1.7. Bidders are advised to get acquainted with the scope of work and if required visit the sites before the due date of submission of the bid. Intending bidders are requested to make it convenient to visit the site in coordination with MMRDA staff.
- 1.8. The Bidder shall not add to or amend the text of the Bid Document except in so far as may be necessary to comply with the addendum issued by the Employer.
- 1.9. The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the MMRDA shall be written in the English language provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by a English translation of its pertinent passages in which case, for purpose of interpretation of the bid, the English translation shall govern.

2.0 Scope of Bid

The EMPLOYER, on behalf of the Mumbai Metropolitan Region Development Authority, hereinafter referred to as the "MMRDA" or the Employer, invites bid on 'Design & Build Basis' for the work of **DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3**

Design And Construction Of Balkum To Gaimukh Nh-3 Connector Ghodbunder By-Pass Dp Road (Thane Coastal Road)

Volume – 1 Instruction to Bidders



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CONNECTOR GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD) (As defined in 'tender data sheet' of these documents and referred to as "the project" detailed in NIB and Vol 2 Employer's Requirement). The bidders must submit bid for all the works detailed in the tender.

- 2.1 The scope of the Contract is described in the Tender Data Sheet and Volume 2 Employer's Requirement of the tender.
- 2.2 The scope of work is detailed in General and Technical Specifications included in 'Employer's Requirement' under Volume - 2 of the Bid Documents.
- 2.3 The successful Bidder shall complete the work and carry out testing & commissioning within **48 months** (including Environmental and other Clearances and monsoon period) from the date of Commencement. MMRDA intends to complete this work on a priority basis. Therefore, the Contractor shall plan, complete and commission all works within the prescribed completion period stated in this document.
- 2.4 Throughout these Bid documents, the terms "bid" and "tender" and their derivative (bidder/ bidding, Bidder/ tendering etc.) are synonymous. "Day" means calendar day. For definition of various terms refer to Particular Conditions of Contract.
- 2.5 **Source of Funds**
MMRDA have initiated this work by raising funds from MMRDA's internal sources.

3.0 Eligible Bidders

- 3.1 The eligibility criteria listed in this clause shall apply to the Bidder, including all members constituting the Bidder and identified in the Bidder's Submission (the "Party" or "Parties").
- 3.2 This invitation for Bid is open to all prospective bidders. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in the respective countries.
- 3.3 The Bid documents are not transferable. Only those bidders who have bought the bid documents are eligible to submit their bid. In case of a submitting its bid, at least one of the partners shall have bought the bid documents.
- 3.4 All bidders shall submit Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Bidder or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.
- 3.5 Firms with commonly connected with one another either financially or as principal and agent or as master and servant or with proprietor/partner closely related to each other such as husband, wife, father/mother, minor son/daughter, brother/sister, minor brother/sister shall not submit bid separately under different names for the same contract.

- 3.6 If it is found that firms as described submitting bid separately under different names for the same contract, all such bid(s) shall stand rejected and bid security Earnest Money Deposit (EMD) of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the EMPLOYER'S ENGINEER, for further penal action including blacklisting.
- 3.7 If it is found that closely related persons as have submitting separate bid under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such bids shall be liable for action as in 3.6 above including similar action against the firms/establishments concerned.
- 3.8 If after award of contract, it is found that the accepted Bid violated any of the instruction as in 3.5, 3.6 & 3.7 the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.
- 3.9 Bidders shall provide such evidence of their eligibility satisfactory to the Employer as the Employer shall reasonably request.
- 3.10 Government owned enterprises in the India may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the MMRDA.

The firm will be excluded from selection process if,

- The Contracting firm must not have been blacklisted or debarred from bidding in tendering process (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/JICA etc. **on the Date of submission of bid.** OR
- Suppression of any information or material by the Bidder regarding the Debarment, details of Litigation history, blacklisting of the contractor, misrepresentation, or omission of any other material fact in order to influence a selection process would be construed as a fundamental breach and will lead to the disqualification of the Bidder or the termination of its Contract without any further correspondence and may lead to debarment or blacklisting.
- A consistent history of litigations/awards against the Bidder will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and MMRDA reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security Earnest Money Deposit (EMD) etc., as may be deemed fit by MMRDA at any time without requiring to give any notice to the applicant in this regard.



- d. Any Bidder OR any of the JV members shall not be under execution of a Bid Securing Declaration date of bid submission.
- e. Sole Proprietary Organizations are not eligible to bid on this tender.
- f. **The Bidders shall mandatorily submit a notarized undertaking on Rs. 500/- stamp paper regarding 3.10 a, b, c, d, e, f above. If a Bidder has action under 3.10 a, b, c, d, e, f above, and submits a tender by hiding the facts, they shall be liable for forfeiture of Bid security (Bank Guarantee) and Earnest Money Deposit (EMD) and disqualification.**
- 3.11 A Bidder may have the nationality of any country unless otherwise stated in the Tender Data Sheet (TDS). 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, as evidenced by its articles of incorporation or documents of constitution, and its registration documents.
- 3.12 A Bidder shall be a private, public or government owned legal entity, or any combination of them in the form of a Joint Venture (JV). In the case where the Bidder is a JV, it shall comply with the additional requirements as set out in the Tender documents.
- 3.13 JV Member(s) who are submitting the tender shall not associate with another JV/ be a Sole Applicant to submit the tender for this project. In such an event, all associated Member(s) are deemed to have conflict of interest and their bid shall not be considered further.
- 3.14 Bidders shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 3.15 In case of International Bidders, the Govt. of India Security Clearance certificate shall be considered as mandatory requirement during tender evaluation. For those Bidders, who become eligible for evaluation of Technical Packet A as specified under ITB clause 36 (Tender Submission Opening), the Bidder shall apply to the Govt. of India for such clearance certificate to the concerned department and shall submit all necessary information and documents to MMRDA for providing letter to contractor for obtaining security clearance.
- The Employer shall not be responsible if the Govt. of India and/or any of its departments or agencies do not accord security clearance to the Bidder and shall have right to reject such tender/Bidders.
- Even In case of a foreign bidder who has already been awarded / executing any project (either as a single entity ~~or as a JV partner~~) in India for any Govt/Semi-govt/Public undertaking then also the Security Clearance for this project is required.
- 3.16 A Bidder and all parties constituting the Bidder shall not have a conflict of interest. Any/All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest, if:

- A Bidder ~~or any JV member~~ has been engaged by the Employer to provide consultancy services for the tender preparation related to procurement or implementation of the projects; or
- A Bidder ~~or any JV member~~ is a associates/affiliates (inclusive of parent firms) of a firm or an organization mentioned in subparagraph (a) above; or
- A Bidder ~~or any JV member~~ lends, or temporarily seconds its personnel to OR utilizes services of personnel of firms or organizations which are engaged by the Employer in consultancy services for preparation of tender document or implementation of the project.

3.17 The criteria for determining whether a Bidder is ineligible pursuant to this clause shall be based on all information on fully settled disputes or litigation. A fully settled dispute or litigation shall be deemed to be 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.

3.18 The bidder shall not be backlisted by any authority on the date of submission of bid.

4.0 Invalidation of Tender

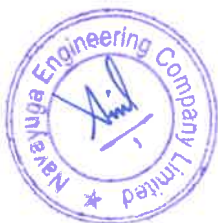
Bidders shall comply with these Instructions to Bidders when preparing their e-Tender Submissions. The Bidders' attention is drawn to the fact that non-compliance with such instructions may, and in stated circumstances shall, invalidate their Tender.

5.0 Language of Tender

All correspondence in relation to this Tender, and the Contract when placed, shall be in the language set out in the Tender Data Sheet. The Contract when placed for signature shall be drawn up in the language set out in the Tender Data Sheet.

6.0 Tender Currency - Indian Rupees (INR)

Bidders shall enter the prices and rates in the Pricing Schedules in the currency set out in the **Tender Data Sheet** and complete to two decimal places.


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PART B – TENDER DOCUMENTS AND BACKGROUND INFORMATION**7.0 Tender Document**

Tender Document comprise volumes as mentioned in Bid data sheet.

7.1 The Tender Documents comprise, or as may be later amended by Addendum issued pursuant to ITB 14 (Addenda):

- (a) Letter of Invitation to Tender
- (b) Instructions to Bidders, including the appendices listed in the **Tender Data Sheet** (including, for clarity, the draft contract (the “**Contract**”)).

8.0 Background Information

- 8.1 Any site investigation, testing, and sampling data provided by the Employer in the Background Information are provided for information only. As set out in GCC Sub-**Clause 4.10 (Site Data)** of the Particular Conditions of Contract, the Employer is not responsible for variations from this data encountered by the Contractor on Site.
- 8.2 Geo-Technical investigation Report is annexed in Volume 5 Background information. The land to be used for shaft construction is under MMRDA.
- 8.3 Except as explicitly provided in the Contract, the Employer does not represent or warrant the accuracy or completeness of any information set out in the Tender Documents (incl. any site investigation, testing, and sampling data) or made available to Bidders as Background Information or of any other background or reference information or documents prepared by the Employer or by third parties and which may be made available to Bidders by or through the Employer. Bidders shall make such independent assessments; they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Bidders on any and all such information shall be at the Bidder's sole risk and without recourse against the Employer.
- 8.4 Each Bidder is solely responsible, at its own cost and expense, to carry out its own independent assessment, due diligence, or to seek independent advice, considered necessary by the Bidder to satisfy itself as to all existing conditions affecting the Project or the Contract. The Bidders' obligations set out in this ITB 8 (Background Information) apply irrespective of any Background Information or information contained in the Tender Documents or in responses to any questions provided by the Employer.
- 8.5 The Bidders shall get acquainted with all local / Indian rules and regulations, conditions regarding captive power consumption and compliance of the same in totality including applications and seeking approvals and of concerned competent authority whenever / wherever necessary as applicable.



9.0 Information to be considered by Bidder

- 9.1 In order to submit e-Tender, Bidders shall obtain all information that they require to enable them to properly design & build the Works. Bidders shall be deemed to have inspected the existing site and works and made itself fully aware of its condition before submitting its e-Tender Submission.
- 9.2 Although the Background Information as described in ITB 8 (Background Information) is believed to have been obtained and recorded with all reasonable care and diligence, the Bidders' attention is drawn to the provisions and requirements of GCC Sub-Clause 4.10 (Site Data) of the Particular Conditions of Contract with respect to all information provided by the Employer for the Bidders' information, including the Background Information.




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PART C – TENDER PROCESS**10.0 Request for Clarification and Enquiries, Ambiguity, Discrepancy, Error Or Omission**

- 10.1 Bidders shall immediately notify the Contact Person in writing, no later than 15 days prior to the e-Tender Submission Deadline, of any ambiguity, discrepancy, error or omission in or between the Tender Documents. The Employer shall consider the notification and shall, within 7 days of receipt, issue to all Bidders a clarification, and, if the need to modify or add to the Tender Documents has arisen, shall issue an Addendum pursuant to ITB 14 (Addenda).
- 10.2 Bidders shall make all requests for clarification or enquiries in writing no later than 15 days prior to the e-Tender Submission Deadline. The Employer shall respond within 7 days of receipt of the request or enquiry. Enquiries and responses will be supplied to all Bidders without identifying the source of the enquiry.
- 10.3 Bidders may submit requests for revision to the Tender Documents and, in particular, to the Contract, no later than 15 days prior to the e-Tender Submission Deadline. Bidders shall not submit requests for revision or comments on the Tender Documents as part of their e-Tender Submission. Requests for revisions or comments on the Tender Documents are to be provided in chart form with columns for document name, relevant section numbers, proposed changes, and rationale in separate column for proposed changes. The Employer is not obliged to respond to each comment made by Bidders under this ITB 10.3 (ITB CL no. 10 Request for Clarification and Enquiries, Ambiguity, Discrepancy, Error or Omission) and the Employer is not obliged to provide all comments made by Bidders under this ITB 10.3 to the other Bidders. If the Employer accepts a comment, or part of a comment, and that acceptance requires a change to the Tender Documents, the Employer shall implement that change by Addendum.
- 10.4 The above ITB 10.1, ITB 10.2 and ITB 10.3 shall apply unless otherwise notified by the Employer in writing during the Tender period.

11.0 Communications

- 11.1 Any communications from the Employer in connection with the Tender shall be provided by the means set out in the Tender Data Sheet.
- 11.2 Any communications from Bidders to the Employer in connection with the Tender shall be in writing and forwarded to the Employer's representative set out in the Tender Data Sheet (the "Contact Person").



11.3 The Employer will not disclose information relating to the evaluation of e-Tender Submissions and recommendation of Contract award to Bidders or any other persons not

officially concerned with the Tender Process until the Employer communicates information on Contract award to all Bidders.

- 11.4 Any attempt by a Bidder to influence the Employer in the evaluation of the e-Tender Submissions or Contract award decisions which are considered fraudulent or corrupt practices as defined under ITB 47 (Fraudulent or Corrupt Practices.) shall result in the rejection of its Tender.
- 11.5 Notwithstanding this instruction, from the e-Tender Submission Deadline to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Tender Process, the Bidder may do so in writing only to the Contact Person.

12.0 Pre-Bid Queries

Bidders are requested to submit questions/queries in writing by e-mail Mr. A. A. Khopade, Executive Engineer on 26594170 / amit.khopade@mailmmrda.maharashtra.gov.in in PDF duly signed and stamped by Bidder and the same queries in excel format as mentioned below:

Sr. No.	Volume	Clause no. and Page	Tender Clause	Query

Response to Pre- bid queries will be given as per the schedule mentioned in Bidding Programme. Any modifications to the Tender Documents which may become necessary as a result of the reply to queries shall be made by the Employer exclusively through the issuance of an Addendum pursuant to ITB 14 (Addenda).

13.0 Site Visits by Bidder

- 13.1 Each Bidder is required to visit the Site of the proposed Works prior to submitting an e-Tender Submission. Bidders shall obtain prior permission to visit the Sites by contacting the Contact Person.
- 13.2 Each Bidder shall visit the Site on the understanding that the Employer will grant permission to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Employer shall not be liable in any way for the death of or personal injury to the Bidder's personnel or representatives, loss of or damage to his property and any other loss, damage, costs and expenses incurred by the Bidder as a result of the inspection. The Bidder shall hold current insurances capable of providing indemnity against these risks.



- 13.3 Each Bidder shall examine the Site, surrounding areas and all other relevant locations to enable the Bidder to properly design, construct and operate the Works, to submit a complete e-Tender Submission and to enter into the Contract.

14.0 Addenda

- 14.1 At any time prior to 7 days before the e-Tender Submission Deadline, the Employer may issue an Addendum to amend the Tender Documents. Such Addendum/s shall be uploaded on e-tender Portal. such Addendum shall then become part of the Tender Documents and shall be treated as such by the Bidder. No statement issued or made by the Employer or it's representatives, whether orally or in writing, during the Tender period shall have any contractual validity unless they are included in an Addendum.
- 14.2 The Bidder shall incorporate any Addenda to the Tender Documents issued in accordance with these Instructions to Bidders into its e-Tender Submission and the Bidder shall acknowledge issued Addenda in the Letter of Tender.

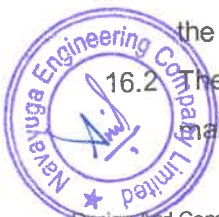
15.0 Confidentiality and Proprietary Rights

- 15.1 Except so far as is required by ITB 16 (Right of Information Act 2005) and ITB 36 (Tender Submission Opening), Bidders shall keep, and shall cause their employees, subcontractors, advisors, representatives and agents to keep, the Tender Documents and all other information and correspondence with respect to either the Project or the Tender Process confidential and shall not disclose any such documents or information to any third party without the Employer's prior written approval; provided, however, that a Bidder may disclose such information to third parties to the extent necessary for such Bidder to prepare its e-Tender Submission if such third party agrees in writing to keep all such information and documents confidential. Tender Documents are the property of the Employer and are lent to the Bidders for the purpose of preparation and submission of their e-Tender Submissions only. The Tender Documents shall not be copied or used for any other purpose.

16.0 Right to Information Act 2005

- 16.1 Bidders are advised that the Employer is subject to the requirements of the Right to Information Act 2005 (the "Act"). If a Bidder considers that any of the information supplied with their e-Tender Submission is either commercially sensitive or confidential in nature, this shall be highlighted and the reasons for its sensitivity specified. In such cases, the relevant material shall, in response to a request under the Act, be examined in the light of the exemptions provided for in the Act.

- 16.2 The Employer will consult with the Bidder about any such sensitive information before making a decision on any freedom of information request received.




- 16.3 In the event that the Employer determines that it must release, in accordance with the Act, particular information relating to the e-Tender Submission which has been identified as sensitive, the Bidder will have the option of appealing this determination. Bidders are advised to obtain advice with respect to the Act, and if no information is identified by the Bidder as sensitive, with supporting reasons, then it is likely to be released in response to a request under the Act.
- 16.4 The Bidders shall note that the Employer may make public the amount of all e-Tender Submissions and may publish the name of the successful Bidder.

17.0 Cost of Tendering

- 17.1 The Bidder shall bear all costs and expenses of any kind whatsoever incurred by it relating to any aspect of its participation in this Tender Process.
- 17.2 The Employer is not liable to pay any costs or expenses of any kind whatsoever of any Bidder or to reimburse or compensate a Bidder for costs or expenses of any kind whatsoever in respect of its participation in the Tender Process, including its costs of e-Tender Submission preparation and submission, regardless of the outcome of the Tender Process.




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PART D – E-TENDER SUBMISSION AND REQUIREMENTS**18.0 e-TENDER SUBMISSION**

- 18.1 All documents uploaded for online submission must be digitally signed by the person duly authorized to digitally sign on behalf of the Bidder.
- 18.2 Each Bidder shall upload e-Tender as set out in the Tender Data Sheet. Bidder can upload files as per the file types permitted in the folders which are indicated in Appendix A.

19.0 Tender Security

- 19.1 The Bidder shall furnish Tender Security in the form set out in the Tender Data Sheet. Stamp duty shall be paid by Bidder for Bank guarantee.
- 19.2 Any e-Tender Submission not accompanied by the tender security shall be deemed invalid and shall be rejected by the Employer.
- 19.3 Employer shall return the interest free tender security of the unsuccessful Bidders as promptly as possible. The tender security of the 3rd and above lowest Bidders can be released immediately without waiting formal execution of contract with the successful Bidder. The tender security of the 2nd lowest Bidder shall be released after submission of Performance Bank guarantee by the successful Bidder.
- 19.4 Employer shall return the tender security of the successful Bidder as promptly as possible once the successful Bidder has furnished all necessary documents for Contract execution, required under the Contract.
- 19.5 Deleted
- 19.6 deleted

20.0 Information to be submitted with the e-Tender Submission

- 20.1 In order to ensure standardization of the e-Tender Submissions and in order to assist the Bidders, Appendix B to these Instructions to Bidders contains a brief description of the e-Tender Submission requirements. The Bidder shall submit its e-Tender Submission in the format of the e-Tender Submission Volumes (TSV) contained in Appendix B to these Instructions to Bidders.
- 20.2 The Bidder shall ensure that Appendices D and E of this ITB are fully completed and submitted with the e-Tender Submission.
- 20.3 The Bidder shall ensure that there is no reference to, or restating of, tender prices or rates in any TSV except TSV 1 of the e-Tender Submission.



- 20.4 The Bidder shall examine all instructions, forms, terms, and specifications in the Tender Documents to ensure that all information required to comply with these Instructions to Bidders is included in the e-Tender Submission.
- 20.5 Failure by a Bidder to furnish all information or documentation required by the Tender Documents may result in rejection of its e-Tender Submission.
- 20.6 The Bidder is not permitted to cross-reference other sections of its e-Tender Submission, except for cross-references to drawings and Preliminary/Bidding Design Schedules. The Bidder shall repeat documentation, if necessary, in order to comply with this instruction.

21.0 Completion of Qualification & Tender Forms in Appendices D & E

- 21.1 Where the Bidder is required to enter, insert, or complete anything provided in the Qualification and Tender Forms in Appendices D & E, then unless stated otherwise, the entry shall be made legibly in on the Tender Form.
- 21.2 Except for the insertion of information or completion of the Qualification and Tender Forms as contemplated in the Tender Forms, the Bidder shall not amend the Qualification or Tender Forms.

22.0 Letter of Tender and Review of Tender Documents

- 22.1 The Bidder shall complete the Letter of Tender in the form included in Appendix E to these Instructions to Bidders and return this with its e-Tender Submission.
- 22.2 The Bidder shall review Tender Documents, for clarity, including the draft contract, and including any addenda issued in accordance with ITB 14 (Addenda), and the scope of any permits, licenses, approvals and consents which the draft contract requires. By submitting an e-Tender Submission, the Bidder confirms that it is able to comply with all requirements of the Tender Documents.

23.0 Parent Company Guarantee

- 23.1 If the Bidder demonstrates compliance with the qualification criteria for this Tender on the basis of the financial strength, experience or qualifications of any parent company or companies, or if the Bidder that has formed JV (agreement registered under Registration Act 1908) to meet the requirements set out in ITB 28 (Joint and Several Liability), then the Bidder shall submit, in its e-Tender Submission, an Undertaking to provide a Parent Company Guarantee included in Appendix E to these Instructions to Bidders completed by each applicable parent company and JV participant; and It shall be a pre-condition of the acceptance of an e-Tender Submission that each applicable parent company of the



Bidder or other entity forming part of the Bidder and each JV participant shall, within the period stated in ITB 42 (Notifications of Acceptance of an E-tender submission, complete and submit the Form of Parent Company Guarantee in the wording included in the Contract Forms.

- 23.2 If the parent company is part of the JV (agreement registered under Registration Act 1908), then the parent company guarantee is not required.
- 23.3 If the parent company use experience of its subsidiary company or its associates for qualification in this tender, then Form 2 (History of non-performance) shall also be submitting by subsidiary company and failure of subsidiary company to comply with ITB clause 3 Eligible Bidder's

24.0 Performance Bank Guarantee

- 24.1 The Bidder shall submit, in its e-Tender Submission, evidence in writing from any bank set out in ITB 19.1 (ITB CL. No. 19 Tender Security) that, if the Tender is successful, the Performance Bank Guarantee as required by the Tender Documents will be made available within the timescales required by the Contract. Such evidence shall be in the form of completed undertaking to provide a Performance Bank Guarantee included in Appendix E to these Instructions to Bidders.
- 24.2 The applicable banks will be required to enter into the applicable Performance Bank Guarantee jointly with the Bidder who is awarded the Contract in the sums set out in the Tender Documents for the due performance of the Contract. Personal sureties will not be accepted by the Employer.
- 24.3 The Performance Bank Guarantee shall be in the prescribed format included in the Contract Forms (Volume 4). The full wording of the proposed Performance Bank Guarantee shall be used, which shall not be different from those included in the Tender Documents.

25.0 Insurances

- 25.1 Bidders shall be required to meet the requirements of GCC Clause no 17 (Risk & Responsibility) and GCC Cl.no 18 (Insurances) of the Particular Conditions of Contract and the Contract Data.
- 25.2 In recognition by the Employer that insurance provision can be made in different ways depending on the format of the Contractor, its country of origin, existing insurance terms and what is available in the market at the time of Contract award, the Employer may, in its sole discretion, either accept policies that differ slightly from the provisions specified but provide an acceptable level of cover as determined by the Employer, or, except where



not available at the time of Contract award, insist that the Contractor provides the policies as specified. Each Bidder shall include costs for all insurance required under this ITB 25 (Insurances) and the Contract in its Tender Price.

- 25.3 Where the required level of cover for insurances is expressed as a minimum, the Bidders shall provide for an adequate level of insurance cover that meets or exceeds the stated minimum.

26.0 Deviations

- 26.1 The e-Tender Submission may include minor deviations from the Employer's Requirements and specifications in respect of Plant and Materials only if these deviations are considered to provide an equivalent or superior quality solution. These deviations shall be listed on the Form of Proposed Deviations in Appendix E. The Employer will be under no obligation to accept any deviations and the Employer's Requirements and specifications will override in the event of a conflict.
- 26.2 The Employer reserves the right to reject any deviation and to insist on design criteria and requirements that meet the Employer's Requirements and specifications.

27.0 Instructions for Completing Appendix F – Pricing Schedules

- 27.1 The Bidder shall complete the Pricing Forms in accordance with the instructions contained in Appendix F. All the forms in the pricing schedule shall be filled up, printed and signed by the person authorized to do so by the Power of Attorney. All pages shall be initialized by the person authorized to do so by the Power of Attorney.
- 27.2 The Employer may, in its sole discretion, reject any e-Tender Submission that does not adhere to the requirements of this ITB 27 (Instructions for Completing Appendix F – Pricing Schedules) and the instructions in Appendix F.
- 27.3 Prices shall properly cover the full inclusive value of the work covered by that item. The Employer requires rates and charges to be properly balanced to reflect the work covered in each item relating to the Design-Build and that the balance of the rates and prices entered shall be appropriately apportioned between the Design-Build.
- 27.4 If the Employer considers, in its sole discretion, that a Bidder's rates or prices are abnormally high or abnormally low, the Employer shall request that the Bidder provide, in writing, clarification of how the rates and/or prices have been determined. The Employer shall verify those elements and take into account the clarifications received in determining whether or not the e-Tender Submission complies with the requirements of ITB 27.3 (Instructions for Completing Appendix F – Pricing Schedules). The Employer's decision



as to whether or not a Tender has complied with these requirements shall be binding, subject only to the provisions of ITB 41 (Errors and Corrections), and the Employer may, in its sole discretion, reject any e-Tender Submission that does not adhere to these requirements.

- 27.5 All the Taxes and duties other than GST shall be included in price schedule. GST shall be payable at actuals by the employer to contractor.



PART E – SUPPLEMENTARY TENDER REQUIREMENTS**28.0 Joint and Several Liability**

- 28.1 In accordance with GCC Sub-Clause 1.14 (Joint and Several Liability) of the Particular Conditions of Contract, the Bidders are advised that if the Contractor is a JV, all participants in the JV shall be jointly and severally liable to the Employer for the performance of the Contract and shall signify in writing that they agree to be so bound. This shall be in the form of the Joint Venture Agreement which shall be furnished as part of the e-Tender Submission.
- 28.2 The Employer shall require, in the event, the JV is declared the successful Bidder and awarded the project, that the Bidder incorporate JV (agreement registered under Registration Act 1908) for entering into the Contract with the Employer and for performing all obligations of the Contractor under the terms of the Contract for the Project. The form of JV (agreement registered under Registration Act 1908) shall be subject to the approval of the Employer.

29.0 Power of Attorney

- 29.1 The Bidder's attention is drawn to the Power of Attorney forms to be submitting as part of this tender process. Bidders shall ensure that only the person (or persons) authorized by the Power of Attorney completes the Qualification and Tender Forms and any other aspects of the e-Tender Submission that require authorized signatures or initialized.
- 29.2 Bidders submitting as a JV shall complete and submit Power of Attorney forms in the format provided in D, for each person duly authorized to sign on behalf of each Party constituting the Bidder.
- 29.3 Bidders submitting as a JV shall submit a Power of Attorney for the Lead Member of the JV, which shall be duly signed by authorized signatories of each member of the JV in the format provided in Appendix D.

30.0 Labour and Pension Schemes

- 30.1 Bidders are advised that it is a pre-condition of award of the Contract that the Contractor and all subcontractors (domestic or otherwise) nominated by the Contractor in its e-Tender Submission shall provide evidence of compliance with all statutory laws and regulations in relation to necessary labour and pension schemes (the "Labour and Pension Schemes") including registration of Provident Fund.



30.2 Bidders shall provide evidence of registration with the Labour Commissioners, and if required by the Employer, evidence of compliance with all other requirements of Indian employment laws and regulations pertaining to labour and pension schemes.

31.0 Tax Certificates

31.1 In the case of a Bidder, JV member, or proposed subcontractor it shall be a pre-condition of the acceptance of an e-Tender Submission by the Employer that the Bidder shall within the period stated in ITB 42 (Notification of Acceptance of an e-Tender Submission.) produce proof of GST registration, wherever there is a legal requirement to obtain such registrations under the respective legislations.

31.2 Non-resident Bidders will require a Permanent Account Number ('PAN'), the copy of which shall then be forwarded to the Employer within the period stated in ITB 42 (Notification of Acceptance of an e-Tender Submission.)




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PART F – E-TENDER SUBMISSION, WITHDRAWAL AND SUITABILITY**32.0 Date and Time for Return of e-Tender Submissions**

- 32.1 Bidders are requested to submit and upload the e-tender in time on or before the stipulated day so as to avoid rush at the closing hour. MMRDA will not be responsible of poor connectivity of network / internet services / connectivity of servers / snag in the system / break down of network / or any other interruption. If any online information is uploaded but not received by Bid creator (MMRDA) within stipulated time limit, MMRDA will not be responsible at any cost and such Bid cannot be validated. Any online intimation/information asked to be submitting by Bidder or sent to Bidder, if not received or bounce back at the receiving end due to any problem in server or connectivity, MMRDA will not be responsible.
- 32.2 In case of any difficulties faced while uploading data by the Bidder in online submission / process, For any details regarding e-Tendering system in MMRDA, please call at 24 x 7 Helpdesk no. 0120-4001 002 / 0120-4001 005 / 0120-6277 787 International Bidders are requested to prefix 91 as country code. Email Support – For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority. Technical support –support-eproc@nic.in
- 32.3 Bidders shall submit and upload their Tender Submissions Online. Each Bidder shall submit its e-Tender Submission on or before the deadline for submission of e- Tender Submission set out in the Header Data (the “Submission Deadline”). The employer accepts no responsibility for late receipt/non receipt due to internet problems or software problems.
- 32.4 No e-Tender Submission will be accepted after the Submission Deadline. The Employer shall provide notification of any change to the Submission Deadline by Corrigendum/Addendum issued prior to the Submission Deadline.
- The bidder shall submit entire hard copy except financial proposal after opening of tender.
- Hard copy of Packet ‘C’ must not be submitted.**

33.0 Period of Validity for Tender

The Tender shall remain open for acceptance for the period stated in the **Tender Data Sheet / Header Data** (the “**Original Tender Validity Period**”). Prior to expiry of the Original Tender Validity Period, the Employer may request that the Bidders extend the period of validity of their e-Tender Submissions for a specified additional period. The request and the responses shall be made in writing in accordance with ITB 11 (communications). Subject to any adjustments specifically set out in the Contract, a Bidder



agreeing to the request will not be required or permitted to modify its e-Tender Submission and shall be deemed to have accepted the same Contract terms that applied to the e-Tender Submission submitting by the Submission Deadline, including all rates and prices.

34.0 Multiple e-Tender Submissions and Withdrawal

- 34.1 Only one e-Tender Submission shall be submitting by a Bidder.
- 34.2 Bidders may amend their e-Tender Submissions after submission but only if the e-Tender Submission is resubmitting before the Submission Deadline in accordance with the following: The Bidder shall withdraw its original e-Tender Submission by notifying the Contact Person in writing before the Submission Deadline; and The Bidder shall submit a revised replacement e-Tender Submission in accordance with these Instructions to Bidders on or before the Submission Deadline.

35.0 Communication between Bidders

A Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder, any information whatsoever regarding the preparation of its own e-Tender Submission or the e-Tender Submission of the other Bidder. Bidders shall prepare and submit e-Tender Submissions independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Bidder.




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PART G – TENDER OPENING AND EVALUATION**36.0 E-Tender Submission Opening**

- 36.1 In case of a foreign bidder (Bidder not of Indian origin) the Bidder shall submit the security clearance from central government before award of the work. If the foreign Bidder has already been awarded / executing any project (either as a single entity or as a JV partner) in India for any Govt/Semi-govt/Public undertaking then the Security Clearance is not required. MMRDA shall assist for getting security clearance from Government of India
- 36.2 The e-Tender Submission opening shall be carried out in two stages i.e., Cover I (Packet A, Packet B) and Cover II (Packet C). First the online Packet A (Tender security and Qualification Submission) of all received tenders will be opened. After evaluation of contents of Packet A, the online Packet B (Technical Submission) of only eligible Bidders will be opened as mentioned in e-Tender. After evaluation of contents of Packet B, the online Packet C (Financial Submission) of only responsive Bidders shall be opened. In accordance with ITB 36.3, ITB 36.4, and ITB 36.6
- 36.3 Following the e-Tender Submission opening, the Employer shall evaluate the contents of Packet A. If a tender does not include a valid Tender Security and does not meet the Qualification criteria, the Employer shall not open Packet B of such Bidder.
- 36.4 Following the above assessment, after evaluation of the Qualification Submissions (included in Packet A), non-compliant Bidders failing to meet the qualification criteria (as specified in Packet "A") shall be treated as non-responsive for further assessment of Packet "B" & Packet "C". The Employer shall carry out an assessment of the Technical Submission (Packet B) of all remaining Bidders who have been assessed as meeting the qualification criteria.
- 36.5 Where an e-Tender Submission is deemed to be non-compliant, as far as can be determined from the contents of the Technical Submission (Packet B),
- 36.6 Where an e-Tender Submission is deemed to be compliant, and has achieved a technical score of at least **75 %** of the maximum possible technical score, as far as can be determined from the Technical Submission the Employer shall open the Financial Submission (Packet C)

37.0 Requirements for a Compliant e-Tender Submission

- 37.1 Each e-Tender Submission shall be submitting in accordance with the following requirements:

The e-Tender Submission shall be packaged in accordance with ITB 18 (E-tender submission).



The e-Tender Submission shall include online payment and digital bank Guarantee of Tender Security.

The e-Tender Submission shall include the Letter of Tender which was included in the Tender Documents and which shall not be amended in any way. The Letter of Tender shall be signed by a person authorized to do so and the Tender Price for the Design-Build shall be inserted in ink in clear monetary figures and words. (In case of any discrepancies in insertion of tender price in words or figures, the price quoted in e-Bid submission will be considered).

The e-Tender Submission shall not include statements which could be construed as rendering the e-Tender Submission equivocal or placing it on a different footing from other e-Tender Submissions.

The e-Tender Submission shall not include any unauthorized changes or proposals to change the Particular Conditions of Contract, or be based on any assumptions that the Particular Conditions of Contract will be modified.

The e-Tender Submission shall conform to all the terms, conditions and requirements of the Tender Documents and the e-Tender Submission shall not materially deviate from the Employer's Requirements unless accepted by the Employer in accordance with ITB 26.1 (ITB CL. No. 26 Deviations). The e-Tender Submission shall not materially deviate from any consents and approvals already received.

The e-Tender Submission shall include the Pricing Schedules, fully completed in accordance with these Instructions to Bidders and the requirements of the Schedules.

The e-Tender Submission shall include all the forms and schedules included in Appendix E to these Instructions to Bidders of the Tender Documents, completed and signed by the person authorized to do so.

Each Tender Submission and each drawing, including the Tender Documents (but excluding the FIDIC Yellow Book Conditions of Contract edition 1999), shall be digitally signed by a person authorized to do so by the Power of Attorney.

The Tender Prices shall reflect the value of the work to be carried out within the item priced.

The Bidder's programme shall show completion of the Design-Build and Commissioning within the Time for Completion.

All other information requested by these Instructions to Bidders shall be provided substantially to the extent requested. However, Tenders will be automatically rejected where it is specifically stated elsewhere in these Instructions to Bidders that failure to

provide particular information will result in rejection of the Tender. The e-Tender Submission shall include all requested details as set out in Appendix B to these Instructions to Bidders and be in the format prescribed therein.



- 37.2 The Employer may, in its sole discretion, reject any e-Tender Submission that does not adhere to the requirements of this ITB 37 (Requirements for a compliant e-Tender Submission).
- 37.3 Bidders shall assume that they will not be asked to submit any additional information following receipt of e-Tender Submissions, except as requested by the Employer by way of clarification of information already submitting with their e-Tender Submissions.
- 37.4 Where Bidders do not provide a sufficient amount of detail in their e-Tender Submissions such that the key aspects of their e-Tender Submissions are not illustrated, or that responsiveness cannot be ascertained, or that it may be unclear whether an e-Tender Submission is compliant in accordance with ITB 37.1 (ITB CL. No. 37 Requirements for a compliant e-Tender Submission). or that useful comparison cannot be made with other e-Tender Submissions, then The CHIEF ENGINEER reserves the right to reject their e-Tender Submission as being substantially non-responsive. A blanket statement that an e-Tender Submission complies with the Employer's Requirements will not be sufficient as a substantially responsive submission to any of the requirements of the Tender Documents.
- 37.5 MMRDA reserves the right to reject an e-Tender Submission shall the Bidder fail to comply with a request from the Employer within the time stipulated in the Employer's request.
- 37.6 The Employer may seek clarification of an e-Tender Submission to assist in the examination, evaluation, and comparison of the e-Tender Submissions. Any clarification submitting 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 through e-mail to the contact person. No change in the prices or substance of the e-Tender Submission shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the e-Tender Submissions, in accordance with ITB 41 (Errors and Corrections).

38.0 Tender Evaluation and Award Criteria

Tenders will be checked for compliance in accordance with these Instructions to Bidders. The tender will be evaluated as follows:

(I) Technical evaluation: -

A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one –

Which affects in any substantial way the scope, quality or performance of the Works; or
Which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or



The rectification of which (deviation or reservation) would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive even after obtaining clarifications from the bidder, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

As a result of the technical evaluation, the bids which are technically responsive shall be shortlisted. The Price Packets of the technically responsive bidders only shall be opened on a date to be informed to all technically responsive bidders.

Conditional bids will not be accepted and will be rejected outright.

(II) Financial evaluation: -

Financial bid comparison report will be done as detailed at ITB- 40 **Determination of Financial Comparison**. In case, if the evaluated price arrived as per ITB-40 **Determination of Financial Comparison**. by Bidders is equal then the precedence will be given to The highest technical score.

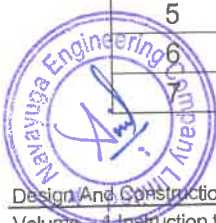
39.0 Determination of Technical Score

39.1 E-Tender Submissions will be evaluated against the technical merit criteria set out in the Tender Data Sheet of this ITB in consideration of the information provided in accordance with Appendix B of this ITB. The Employer will assess responsiveness of each tender against criteria presented below. The total marks for evaluation will be 100 marks. Out of these 100 marks. Minimum marks for the qualifying technical criteria shall be 75 out of 100. As a result of the Technical evaluation, the Bids which are technically responsive shall be short listed. The 'Price Bids of the technically responsive bidders only shall be opened on the date of opening of Price Bids to be informed to all Technically responsive Bidders.

Conditional bids will not be accepted and will be rejected outright

39.2 Technical Score

Item	Technical Merit Criteria	References	Score
1	Overall Tender Submission Quality.		5
2	Civil Design - General	TSV 3.4.1	10
3	Civil Design - Roads and Pavement	TSV 3.4.2	10
4	Civil Design - Viaduct / Bridges	TSV 3.4.3	20
5	List of owned Equipment's	TSV 4	10
6	Mechanical Design	TSV 3.5	2
7	Electro-Mechanical Design and Plant Details	TSV 3.6	3



8	Road Signage	TSV 3.7	2
9	Health and Safety Procedures	TSV 3.8 & 3.10	6
10	Control of Environmental Impacts	TSV 3.9	6
11	Quality Assurance & Quality Control	TSV 3.10	6
12	Programme and Staffing	TSV 3.11	10
13	Construction Plan	TSV 3.12	10
14	Undertaking to Provide Collateral Warranties (Design Consultant)	TSV 3.1	
		Total	100

40.0 Determination of Financial Comparison

40.1 The Employer shall review all compliant e-Tender Submissions for errors and any errors shall be corrected by the Employer in accordance with ITB 41 (Errors and Corrections).

40.2 Financial Evaluation and Comparison of Bids.

The Employer will evaluate and compare only those Bids which have been determined to be substantially technically responsive in accordance with ITB-38 (Tender Evaluation and Award Criteria).

- a. In evaluating the Bids, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the "Bid Total" as follows:
 - (i) Making any correction for errors pursuant to ITB-Clause 41 (Errors and Corrections).
 - (ii) Excluding Provisional Sums and the provision, if any, for contingencies, where priced competitively.
- b. It shall be incumbent for the bidders to submit detailed price analyses of the price quoted for the major items such as steel liners, pipe fabrication, structural steel, reinforcement, transportation of muck within 5 working days from the date of opening of price bids if called by MMRDA. The prices quoted by the responsive bidder for the above said items shall be workable/consistent with the method statement submitted.

40.3 The Employer reserves the right to accept or reject any variation or deviation. Variations, Deviations and other factors which are in excess of the requirements of the Bid documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation.

The estimated effect of the price adjustment provisions of the Particular Conditions of Contract. Applied over the period of execution of the Contract. shall not be taken into account in Bid evaluation'.



If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's total estimate of the cost of the Works to be performed under the Contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Schedule of Price, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. However, such information will not have any bearing in valuation of any variations or any claims during execution of the Works.

40.4 Determination of Evaluated Bid Price

- (i) The Employer shall review all Tender Submissions for errors and any errors shall be corrected by the Employer in accordance with ITB 40.3 (ITB CL. No. 40 Determination of financial comparison). and 41.0 (Errors and Corrections)
- (ii) The Evaluated Bid Price of a Tender Submission will be determined in accordance with (i) above.
- (iii) Clarification of Price Bids.

To assist in the examination, evaluation and comparison of Price Packets, the Employer may, at his discretion, ask any bidder for clarification of his Price Packet including breakdowns of unit prices / rates. The request for clarification and response shall be in writing or by facsimile, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during the evaluation of the bids in accordance with ITB- Clause 41 (Errors and Corrections). The response sent by facsimile shall be followed by a signed confirmatory copy by post. Any attempt by the bidder to modify any prices / rates or substance of the bid after the date of opening of Price Packets may cause rejection of his bid and forfeiture of the bid security - Earnest Money Deposit (EMD).

41.0 Errors and Corrections

41.1 All priced Schedules will be inspected and examined by the Employer for errors which might alter the Tender Price for the Design-Build as stated in the Letter of Tender.

41.2 For the purpose of the assessment of e-Tender Submissions and in order to determine the Tender Price of an e-Tender Submission, the following steps shall be undertaken by the Employer, without reference to the Bidder, and the Tender Price shall form the basis for financial comparison with other e-Tender Submissions: If, on receipt of any e-Tender Submission, any errors shall be apparent in the extension of any item in the Pricing Schedules, the Employer shall correct the extension so as to be a product of the quantity (if applicable) and the rate set against that item and the Employer shall adjust the Tender Price accordingly;



If, on receipt of any e-Tender Submission, any error in addition shall be apparent, the Employer shall correct it and adjust the total amount of the Tender Price accordingly.

- 41.3 In the event that, prior to any corrections being made by the Employer as referred to above, a Bidder is in contention for the award of the Contract, the Bidder shall be notified of the corrections made in accordance with ITB 41.2 (ITB CL. No. 41.0 Errors and Corrections) and the Employer shall seek the Bidder's agreement to the corrected Tender Price.
- 41.4 If in the evaluation of e-Tender Submissions the Employer believes that a mathematical error has been made by the Bidder in the completion of the Pricing Schedules or, other than as described above, the Employer may raise this issue with the Bidder concerned. If the Employer determines that such an error has been made the Employer may correct the e-Tender Submission and inform the Bidder of the Employer's actions in order to obtain the Bidder's agreement to the correction. The Employer's decision as to the corrections required to be made shall be binding on the Bidder.
- 41.5 If the Bidder rejects the corrections to its Tender, its Tender shall be excluded from further consideration in this Tender Process. If the Bidder accepts the corrections the Bidder shall be bound by the corrected Tender Price.


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PART H – AWARD AND CONTRACT EXECUTION**42.0 Notification of Acceptance of an e-Tender Submission****42.1 Award**

The Contract shall be awarded to the Most Economically Advantageous Compliant Tender Submission.

The circumstance for which a tender shall be considered non-compliant is described in ITB 37 (Requirements for a Compliant e-Tender Submission).

The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause, and (b) qualified in accordance with the provisions of Clause.

The Contract will be awarded to the responsive Bidder offering the lowest evaluated bid price in conformance with the Bid document determined

42.2 Prior to expiration of the Original Tender Validity Period or as may have been extended by agreement with the Bidder, the Employer will notify the proposed successful Bidder by written notice that the e-Tender Submission has been accepted. Bidder shall note that the price/amount and rates included in the Letter of Acceptance shall be as indicated by the Bidder in price schedules **A1 of APPENDIX F – PRICING SCHEDULES FILLED ONLINE IN PACKET 'C' (pdf and excel)** of Tender volume 6 for Design Build part.

42.3 This letter (hereinafter called the "Letter of Acceptance") shall be conditional on receipt of and approval by the Employer of the following documents which the successful Bidder shall submit to the Employer within the time specified in the Tender Data Sheet from the date of the Letter of Acceptance:

- (i) Company registration;
- (ii) Legal proof of formation of a legal entity (if necessary);
- (iii) The insurance policies;
- (iv) The Performance Bank Guarantee;
- (v) Registration of Provident Fund;
- (vi) GST registration or any other Tax registration (If applicable)
- (vii) Permanent Account Number (PAN);
- (viii) Vendor Registration formalities
- (ix) Registration with labour Commissioner

Any other documents the Employer considers necessary to confirm compliance with the Employer's Requirements and Instructions to Bidders, the Employer intends to enter in to the Contract with the proposed successful Bidder.



If the successful Bidder fails to meet the requirement of **ITB 42 (Notification of Acceptance of an e-Tender Submission)**, actions that will be taken by MMRDA are listed in Appendix A in Tender Data sheet

- 42.4 At the same time as issuing the Letter of Acceptance, the Employer will notify each unsuccessful Bidder of the Employer's decision concerning the award of the Contract.

43.0 Contract Documentation

- 43.1 The contract that will be executed by the Employer and successful Bidder consists of the contract documents attached to these Tender Documents, as may be modified by the Employer to reflect relevant aspects of the e-Tender Submission acceptable to the Employer, and clarifications post receipt of e-Tender Submissions acceptable to the Employer. Those aspects of the e-Tender Submission that are acceptable to the Employer will be included in the executed contract as e-Tender Submission Extracts. For clarity, the Employer may, in its sole discretion, require that further revisions be made to GCC Sub-Clauses 1.14 (Joint and Several Liability), Sub-clause 4.25 New (Changes in the Contractor's Financial Situation) of the Particular Conditions of Contract to take into account the Bidder's structure, whether that structure is a JV, or other legal entity or association of legal entities.
- 43.2 The Employer shall prepare a combined and final version of the Contract to reflect ITB 42 (Notification of Acceptance of an e-Tender Submission.), and by submitting an e-Tender Submission, the Bidder shall be deemed to have agreed with the terms of this ITB 43 (Contract Documentation).

44.0 Signing of Contract

- 44.1 As soon as the requirements of ITB 42 (Notification of Acceptance of an e-Tender Submission.) have been complied with, the Employer will send the successful Bidder the Contract Agreement in the form appended to the Contract Forms, as well as the Contract, incorporating all revisions contemplated in ITB 43 (Contract Documentation).
- 44.2 Within 28 days of receipt of the Contract document, the successful Bidder shall either return the signed Contract document, or if advised by the Employer, attend a formal signing of the Contract document at a location in Mumbai to be advised by the Employer.
- 44.3 All legal and stationary charges shall be borne by the successful bidder.
- 44.4 Failure of the successful Bidder to sign the Contract document shall constitute sufficient grounds for the annulment of the award and the Employer may draw upon the Bidder's tender security. In that event the Employer may award the Contract to the Bidder with the next most economically advantageous compliant e-Tender Submission at the Net Present value quoted by the successful Bidder or re-invite the bids or annul the tender process



and re-invite the bids. In such re-invitation, the successful Bidder will not be eligible to participate.



PART I – GENERAL LEGAL MATTERS AND DEFINITIONS**45.0 Bidder to Verify**

Bidders shall supply and if required provide verification to the Employer of any information relating to their e-Tender Submissions or any part of the Works or the Contract that the Employer may reasonably require after receiving e-Tender Submissions.

46.0 Employer's Right to Accept any Tender, and to Reject any or all Tenders

The Employer may, in its sole discretion, accept or reject any tender, and annul the Tender Process and reject all e-Tender Submissions at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment after the Submission Deadline, all e-Tender Submissions submitting and specifically, tender securities, shall be promptly returned to the Bidders.

47.0 Fraudulent or Corrupt Practices

47.1 The Employer requires that Bidders observe the highest standard of ethics during the Tender Process. In pursuance of this, the Employer:

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

"corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

"fraudulent practice" is any act or omission, including a misrepresentation or hiding of legal status, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

"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; and

"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;

Will reject an e-Tender Submission if the Employer determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices and any mis-representation in competing for the Contract.

48.0 Definitions

Wherever used in these Instructions to Bidders:




- "Act" is defined in ITB 16.1; -Right to Information Act 2005
- "Addendum" means a written addendum to the Tender Documents issued by the Employer as set out in ITB 14 (Addenda);
- "Background Information" means various types of background information for the Bidders' review as described in the Tender Data Sheet;
- "Contact Person" is defined in ITB 11.2 (ITB CL no. 11 Communications);
- "Base Date" is the date, 28 days prior to the date of e-tender submission.
- "Contract" is defined in ITB 7 (ITB CL no. 7 Tender Document And Background Information)
- "Contract Forms" means the volume of the Contract that contains forms for completion at the Contract stage;
- "Contract Period" is defined in the Contract;
- "Design-Build" is defined in the Contract;
- "Defects Notification Period" is synonymous with "Defects Liability Period"
- "e-Tender Submission" means a submission that is provided by a Bidder in response to the Tender Documents;
- "Employer" is defined in ITB 1.1 (ITB CL no.1 General)
- "Joint Bidding Agreement" means the Joint Bidding Agreement submitting by a Bidder pursuant to this ITB and tender process;
- "JV" is defined in ITB 19.5 (ITB CL no. 19 Tender Security)
- "Labour and Pension Schemes" means all laws, statutes and proclamations and any delegated or subordinate legislation, including regulations and by-laws, in force in India or otherwise binding on Bidders, relating to labour, employment and pension matters, including the Contract Labour (Regulations and Abolition) Act, 1970, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, and the Payment of Bonus Act, 1965;
- "Letter of Acceptance" is defined in ITB 42.3 (ITB CL no. 42 Notification of Acceptance of an e-Tender Submission.)
- "Materials" is defined in the Contract;
- "MMRDA" is defined in ITB 1.1 (ITB CL no. 1 General)
- "Original Tender Validity Period" is defined in ITB 33 (Period of Validity for Tender).
- "Performance Bank Guarantee" is defined in the Contract;
- "Plant" is defined in the Contract;
- "Pre-Tender Meeting" is defined in ITB 12 (Pre-Bid Queries);
- "Project" is defined in ITB 1.



- "Schedule of Payments" means the Volume of the Contract documents as listed in the Tender Data Sheet relating to ITB 7 (Tender Documents and Background Information);
- "Site" is defined in the Contract;
- "Subcontractor" is defined in the Contract;
- "Submission Deadline" is defined in ITB 32.1 (ITB CL no. 32 Date and Time for Return of E-tender Submission)
- "Tender Data Sheet" means Appendix A to these Instructions to Bidders;
- "Tender Documents" is defined in ITB 7.1 (ITB CL no. 7 Tender Documents and Background Information)
- "Tender Forms" means the documents that the Bidder shall complete and submit in the form set out in Appendices D & E to these Instructions to Bidders;
- "Tender Price" means all pricing information submitting by a Bidder in its e-Tender Submission in respect of amounts that will be paid to design, build and operate the Works in accordance with the Contract;
- "Tender Process" means the process set out in the Tender Documents to select a successful Bidder;
- "Tender Submission Extracts" is defined in the Contract;
- "Bidder/Tenderer" means a party that has elected to submit documents in response to the Bid/Tender Documents;
- "Time for Completion of Design-Build" is defined in the Contract;
- "Works" is defined in the Contract;
- "GST" means Goods and Service Tax.




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PACKET A – TENDER SECURITY & QUALIFICATION SUBMISSION

Section	Description	Ref
	Online Tender Security paid and Scanned copy of Tender security in the form of Bank guarantee uploaded In accordance with ITB 19 (Tender Security) the Bidder must submit a tender security deposit as set out in the tender data sheet in a packet separate to the Financial and Technical Submission packets.	ITB 19
	And Qualification Submission (Containing TSV 2)	



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APPENDIX B – TENDER SUBMISSION REQUIREMENTS

APPENDIX B – TENDER SUBMISSION REQUIREMENTS

In accordance with ITB18 (E-tender Submission) and ITB 20 (Information to be submitted with E-tender Submission) the Bidder shall submit the Tender Submission structured in Tender Submission Volumes (TSV) and sections as prescribed herein.

In accordance with ITB 37.1 (ITB CL. No. 37 **Requirements for a Compliant e-Tender Submission**) each page of the e-tender submission and each drawing, including the tender documents shall be digitally signed by person authorized to do so by the Power of Attorney.

TSV 1 : Financial Submission
TSV 2 : Qualification Submission
TSV 3 : Technical Submission (Design-Build)
TSV 4 : Construction Equipment
TSV 5 & 6 : Technical Submission (TSV 5 Drawings at A3) and (TSV 6 – Drawings at A1)
TSV 7 : Technical Submission (Tender Documents)

Sd /-
Chief Engineer



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TSV 1 PAKECT 'C' – "FINANCIAL SUBMISSION"

(To be uploaded online only)

(Containing TSV 1)

TSV 1 - Financial Submission (Packet C)

Section	Description	Ref
Forms		
1	Letter of Tender	ITB 22
2	Form of Undertaking to Provide a Parent Company Guarantee	ITB 23
Pricing Schedules – Design-Build (Appendix F)		
4	Pricing Schedules A1	ITB 27
5	Pricing Schedules- C	

Sd /-

Chief Engineer



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TSV 2 – Qualification Submission

(Shall not differ from soft copies uploaded in e-Tender Submission and the same prevails in any discrepancies)

Description	Ref Page
Soft Copies of complete TSV 2 technical submission in pdf format.	
General	
Power of Attorney for Signing of Tender	
Deleted	
Bidder Qualification Eligibility Form	
Undertaking Cum Indemnity Bond	
UNDERTAKING BY THE BIDDER WHILE SUBMISSION OF BID	
IRREVOCABLE UNDERTAKING u/s 171 of CGST Act, 2017	
Bidder Information Form 1.1	
Bidder's Party Information Form 1.2	
Joint Venture (Bidding) Agreement	
Historical Contract Non-Performance Form 2	
Documentary evidence towards Bid security Earnest Money Deposit (EMD) payment	
Security Clearance Certificate issued by Government of India	
Financial #	
Financial Situation Form 3.1	
Average Annual Turnover Form 3.2	



Financial Resources Form 3.3a	
Current Contract Commitments / Works in Progress Form 3.3b	
Assessed Available Bid Capacity Form 3.4	
Valid Solvency Certificate (with in twelve months prior to Bid submission date)	
Form of Undertaking to Provide a Performance Bank Guarantee ITB 24	
Technical *	
General Construction Experience Form 4.1	
Relevant Construction Experience Form 4.2	
Reference Projects Certificates 1(RPC 1) - for each project	
Certificates from Statutory Auditor	
CV Formats	
Check List for Qualification Forms (to be submitting)	

Note: All submittals shall be numbered chronically and reference of page nos shall be mentioned in "TSV2". The same is to be uploaded online and submitted in physical form as well.



PACKET B - "TECHNICAL SUBMISSION"
(Containing TSV 3 to TSV 7)

PRELIMINARY/BIDDING DESIGN SCHEDULES

(To be enclosed in TSV 3 as per 3.1.3)

These schedules are provided for guidance purposes only in order to comply with ITT 28 and are not a full interpretation of the Employer's Requirements. However data provided by Bidder shall be treated for acceptance as minimum requirement during detail engineering. If the successful Bidder require any changes/modifications in design/size of units/equipments for optimization or increase efficiency of plant, he shall give techno-commercial justification for the same, however the employer's representative has full authority to accept or reject it. The Bidder shall complete and add to these schedules where necessary to illustrate the principal plant to be provided by the Bidder.

The Bidder shall include with its Tender Submission full details of any Plant proposed for its design. If the Bidder chooses to list more than two potential supplier for any piece of equipment then the Employer shall have the right to select which of the suppliers shall be used in the design and construction of the Works if the Bidder is successful.

Applicable standards

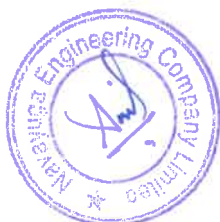
Applicable standards for various equipment are given in Volume 2 Employer's Requirements. Bidder shall indicate below the list of reference standards if equipment offered does not comply with relevant specified standard.

Sr.No.	Standard No.*	Brief title

Note* In case the list of standards as above is not furnished, specified standards shall govern.

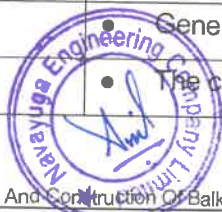
Date:

Signature of Bidder



TSV 3 – Technical Submission (Design-Build)

Section	Description
	Online submission of complete TSV 3 technical submission in pdf format
	Technical Tender Forms
3.1	Form of Undertaking to Provide Collateral Warranties
3.2	Form of Proposed Deviations
3.3	Deleted
3.4	Civil Design
	The Bidder shall provide concise technical details of its tender proposals in the following sections:
3.4.1	<ul style="list-style-type: none"> Project horizontal alignment (Roads, Bridges and Viaducts) Project vertical alignment (Roads, Bridges and Viaducts) Proposed geotechnical investigations. Proposed topographic survey. Temporary works and access roads Methodology of Utility Shifting Contractor's laydown area in each site (Office plan, Casting Yard, etc.)
3.4.2	<ul style="list-style-type: none"> Construction method of Roads Existing road connectivity with access roads Pavement design of the project Soil stabilization methods for the project road Construction of Embankment Road drainage work Traffic management during construction Traffic control devices, Road safety devices, and roadside furniture
3.4.3	<ul style="list-style-type: none"> Construction methods of Viaducts and Bridges Hydrological investigation Analysis and design of Viaduct/Bridges including Superstructure, Substructure and foundations etc. Pier location and span arrangement
	<ul style="list-style-type: none"> General Arrangement Drawing (GAD) The casting yard location and area.



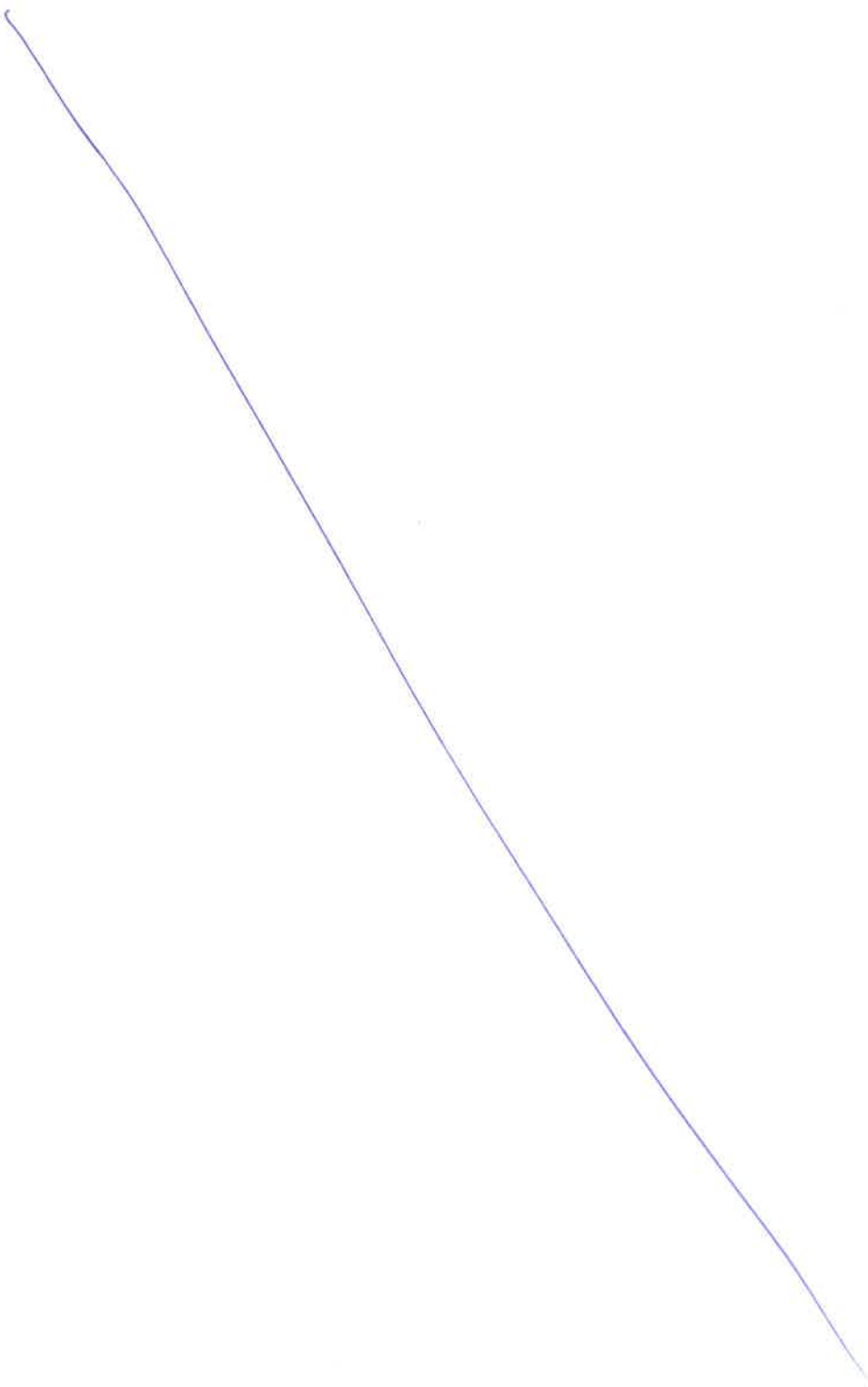
Spillhod

	<ul style="list-style-type: none"> Temporary access arrangement for bridge/viaduct construction in creek/marshy land
	<ul style="list-style-type: none"> High tide consideration during construction
3.4.4	De-watering during Construction of Road, if required.
3.4.5	Deleted
3.5	Mechanical Design
	The Bidder shall provide concise technical details of its tender proposals in the following sections:
3.5.1	Major plant details, Concrete batching plant details etc.
3.5.2	Schedule of suppliers.
3.5.3	Intelligent Transportation System (As per Scope)
3.5.4	Erection gantries and formworks, E&M installations during construction (if required)
3.6	Electro-mechanical Design
3.6.1	The Bidder shall provide concise technical details of its proposals in the following sections: Summary description of the electrical design, street lighting, Plant details etc.
3.7	Road signage
3.8	Site security (civil aspects) including compound wall and gates.
3.9	Control of Environmental Impacts
	The Bidder shall provide concise technical details of its proposals.
3.9.1	The Bidder is invited to highlight any features of its proposal that may add value beyond the requirements of the tender documents.
3.10	Quality Assurance, Quality Control, Health and Safety Procedures
	The Bidder shall provide concise details of its proposals in the following sections:
3.10.1	Quality assurance and control plans
3.10.2	CVs of persons with responsibility for quality assurance, quality control and health and safety
3.10.3	Health and safety plan
3.11	Programme and Staffing
3.11.1	The Bidder shall provide a programme showing the critical path, stages of design and key milestones for the production of principal design and Contractor's Documents from the Commencement Date through the Design-Build Period consistent with the Contract requirements and specifically the Employer's Requirements for ordering and importation of major equipment, times and stages of completion, tests on completion and Construction Documents. The bar chart shall be based on elapsed time rather



	than dates and shall include for obtaining consents and licenses, design reviews, and Employer's Representative review periods.
3.11.2	CVs of the key staff as detailed below
	<ul style="list-style-type: none"> • Project Manager/ Team Leader
	<ul style="list-style-type: none"> • Construction Manager - Bridges
	<ul style="list-style-type: none"> • Construction Manager - Roads and Highways
	<ul style="list-style-type: none"> • Pre- cast expert
	<ul style="list-style-type: none"> • Marine structural Engineer/Hydrology Expert
	<ul style="list-style-type: none"> • Senior Surveyor
	<ul style="list-style-type: none"> • Quality Assurance and Quality Control Manager
	<ul style="list-style-type: none"> • Health Safety and Environmental Engineer
	<ul style="list-style-type: none"> • Design Manager
	<ul style="list-style-type: none"> • Lead Geotechnical Engineer (Design)
	<ul style="list-style-type: none"> • Lead Bridge Engineer (Design)
	<ul style="list-style-type: none"> • Lead Highway Engineer (Design)
3.12	Construction Plan
	The Bidder shall provide a Construction plan including details of its proposals in the following sections:
3.12.1	Construction equipment to be employed, a work methodology for all key elements of work and hours of operation
3.12.2	Method statements for at least the following
	<ul style="list-style-type: none"> • Road construction methodology
	<ul style="list-style-type: none"> • Pavement construction in Marine clay and Black cotton soil
	<ul style="list-style-type: none"> • Viaduct construction over Marshy land
	<ul style="list-style-type: none"> • Balanced Cantilever Bridge Construction in Creek area
3.12.3	The plan shall show the areas to be allocated for the storage of materials, the contractor's compound, facilities to be provided for the Employer's Representative and the general access arrangements to the site and to the different areas within the site.
3.12.4	The means by which the Contractor shall comply with the Environmental Management Plan shall be included.
3.12.5	Muck Disposal if required
3.12.6	De-watering during construction
3.12.7	Traffic Management / Diversion Plan.

3.13	Check List for Qualification Forms for TSV 3 (to be submitted.)
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• **TSV 4 - Construction Equipment**

Details of the Construction Equipment in possession of the Bidder and the equipment proposed to be deployed at site.

Sr. No.	Name of Equipment	Total Requirement of Project			Equipment in Hand			Equipment to be Procured/ Hired				Remark
		No. of Unit	Type & Make	Capacity	No. of units	Year of Manufacture & present Condition	Present Location	No. of units	Type & Make	Capacity	Through purchase / lease	
1	Hydraulic Excavators equipped with breaker for scaling operation											
2	Bulldozers											
3	Front End Loaders											
4	Vibratory Rollers											
5	Motor Grader											
6	Water Tankers											
7	Dumpers / Tippers											
8	Mobile Crane											
9	Welding Equipment											
10	Plate Compactors											
11	Aggregate crusher											
12	Automatic Concrete Batching plant with computerized control											
13	Transit Mixers											

Air compressors

Design And Construction

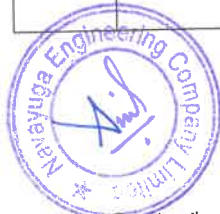


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TSV 5 & 6 - Technical Submission (TSV 5 Drawings at A3) and TSV 6 – (Drawings at A1)

Drawings shall be provided to illustrate the Tender Submission, but as a minimum the following drawings shall be provided at both A3 and A1 size. Drawings shall be clearly visible and readable with minimum possible zoom.

Sr. No	Description
1	Overall Layout Plan
2	Project alignment
3	Plan and Profile
4	Typical Cross Section of Roads, Bridges and Viaducts
5	General arrangement drawings of Bridges and Viaducts
6	Traffic Management/Diversion Plan
7	Miscellaneous Drawings
7.1	Road Marking
7.2	Road Signages
7.3	Drainage System
7.4	Illumination and CCTV cameras synoptics, ITS Etc.
8	Contractor laydown/proposed area for Casting Yard Site Office Dumping Yard Labour camp, etc.,
9	Any other drawings necessary to illustrate the Bidder's proposal
10	Power supply and distribution single line diagrams if required



- **TSV 7 – Technical Submission (Tender Documents)**

Section	Description
7.1	Tender Documents Under this section, Bidders shall upload digitally signed complete set of the Tender Documents including all Tender clarifications and Addenda issued in accordance with ITB 10 (Request for Clarification and Enquiries, Ambiguity, Discrepancy, Error Or Omission) and ITB 14 (Addenda), excepting the FIDIC YELLOW 1999 edition Conditions of Contract.




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APPENDIX C – QUALIFICATION CRITERIA

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APPENDIX C – QUALIFICATION CRITERIA

This appendix contains the financial and experience criteria that a Bidder must meet and/or demonstrate, and which the Employer shall use to determine whether the Bidder is qualified to carry out the work.

This is divided as follows

1. Eligibility
2. Historical Contract Non-performance
3. Financial Criteria
4. Technical Criteria
5. Others

The Eligibility and Tender Qualification Criteria are to be read together with the description under Eligible Experience and the Notice of Invitation of Tender and Tender Documents. The information to be provided in relation to each requirement and the Definitions of the corresponding terms are included in the respective Bidder Qualification Forms.

For reference project to be eligible for submission in support of the experience requirement, the Bidder shall either have

- Undertaken the project as single entity or
- Undertaken the project as a partner in JV;

Table indicating Qualifying Criteria of the Bidder

Table indicating Qualifying Criteria of the Bidder

Sr. No.	Subject	Requirements	Submission Requirements
1.1	Nationality	REPUBLIC OF INDIA.	Forms – 1.1 and 1.2
1.2	Conflict of Interest	No conflicts of interest.	Qualification Eligibility Form
1.3	Ineligibility	Not having been declared ineligible by Employer.	Qualification Eligibility Form & Undertaking Cum Indemnity Bond
2.1	History of Non-Performing Contracts	Non-performance of or expulsion from or termination of a contract did not occur on the date of submission of bid.	Form – 2 Historical Contract Non-Performance
2.2	Failure to Sign Contract	Not being under execution of a tender securing declaration or forfeiture of tender security or earnest money deposit on the date of submission of Bid.	Qualification Eligibility Form

Sr. No.	Subject	Requirements	Submission Requirements
3.1	Average Annual Turnover	<p>Average Annual Turnover: The average annual turnover of last FIVE financial years shall not be less than INR 2597.91 Crores.</p> <p>If the audited reports for financial year 2023-2024 are not available, provisional financial statements certified by CA can be accepted. Financial statements shall include balance sheets and related income statements ie ITR for last 5 years</p> <p>A price variation rate can be applied to annual turnover to arrive at the updated turnover value (refer table in below notes at sr 3 below)</p>	Form – 3.2
3.2	Profitability	Profit after Tax shall be Positive for “ Any Three Years ” out of last five consecutive financial years. The profit shall not be negative for last two consecutive financial years.	Form – 3.1
3.3	Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets or lines of credit Or Working Capital other than any contractual advance payments to meet cash- flow requirement of INR 779.37 Crore for this project.	Forms – 3.3a and Form – 3.3b with Statutory Auditor certificate.
3.4	Net worth	The net worth of the bidder shall be at least INR 389.69 Crore in last audited financial year.	
3.5	Available Bid Capacity (ABC)	<p>ABC to be greater than INR 2597.91 Crore.</p> <p>ABC = 2.0 x AxN-B where</p> <p>A = Average Annual Turnover for last FIVE Financial Years;</p> <p>N = Number of years prescribed for completion of the works and</p> <p>B = Value of existing commitments and on-going works to be executed during the period of completion of work;</p>	Form – 3.4
3.6	Solvency	Valid Solvency Certificate of minimum of INR 519.58 Crores issued within twelve (12) months prior to the Bid Submission last Date as per bidding programme.	Form – 3.1
4.1	General Construction Experience	<p>Eligible Projects Experience in relation to “Eligible Projects” either fully completed or substantially completed (i.e. 80% Physical progress)</p> <p>within the last 10 years from the date of submission of bid-</p> <ul style="list-style-type: none"> At least ONE Eligible Project with minimum value of INR 2078.33 Crores <p>OR</p>	Form – 4.1 and 4.2

Sr. No.	Subject	Requirements	Submission Requirements
		<ul style="list-style-type: none"> At least TWO Eligible Projects with minimum value of INR 1298.96 Crore each OR <ul style="list-style-type: none"> At least THREE Eligible Projects with minimum value of INR 1039.16 Crore each <p>*For a project to qualify as an Eligible Project under General Construction Experience, it shall be any Infrastructure works other than housing projects.</p> <p>*A price variation rate can be applied to Project Completed Value to arrive at the updated Project Completed value (refer table in below notes at sr 3 below)</p>	
4.2 (A)	Specific Experience in Key activities in construction and completion	AND Experience of ROAD INFRASTRUCTURE of minimum 2+2 lane configuration fully completed or substantially completed (i.e. minimum 80% Physical progress) within the last 10 years from the date of submission of bid- i) having minimum length of 4.21 Km in a single stretch in a single project OR ii) having minimum length of 2.63 km in a single stretch each in TWO projects OR iii) having minimum length of 2.10 km in a single stretch each in THREE projects	Form -4.2
4.2 (B)		AND Experience of creek/ river/ sea bridge of 2+2 lane/double track railway bridge with minimum span of 60 m fully completed or substantially completed (i.e. minimum 80% Physical progress) within the last 10 years from the date of submission of bid.	Form -4.2
4.2 (C)		AND For Via-duct component with minimum 2+2 lane configuration having either minimum length or area of deck fully completed or substantially completed (i.e. minimum 80% Physical progress) within the last 10 years from the date of submission of bid- i) having minimum length of 6.49 Km in ONE project OR deck area of 1,16,820 sqm in ONE project OR ii) having minimum length of 4.06 Km in TWO projects OR deck area of 73,080 sqm in TWO projects OR	Form -4.2

Sr. No.	Subject	Requirements	Submission Requirements
		iii) having minimum length of 3.29 Km in THREE projects OR deck area of 59,220 sqm in THREE projects.	
5			
5.1	Staffing Resources	Provide proposed organization structure for undertaking the project and CV's of key staff members OR Bidder may provide Undertaking for proposed organization structure for undertaking the project and CV's of key staff members.	Provide organization chart and CV in approved Format

Notes

1. Tenderer must demonstrate that they meet or exceed the criteria in **Table indicating Qualifying Criteria of the Bidder** by providing details of Eligible Experience which shall be assessed against the characteristics as described above . For each Reference Project submitting as Eligible Experience the Tenderer shall submit the documents as per the formats provided in Appendix D-Tenderer Qualification Forms. Certificate from the concerned client on client's letter head in the format provided.
2. In case of work executed in Joint Venture- To satisfy Experience Criteria clause 4.1, 4.2(A) , 4.2(B) and 4.2(C) , If the bidder claiming Experience of work completed in joint venture with any company then, along with the experience certificates, the firm shall submit the joint venture agreement for that particular work. The credit for the bidder which has completed a work in joint venture is allocated in proportion of their stake in JV. If the bidder has completed the work as a member in the project then the bidder can claim credit for the entire scope of the work in proportion to the stake in JV.
3. Table for updating of Annual Turnover (at Sr. 3.1) & Construction Experience (at Sr 4.1) (this table will supersede table given in Appendix D)

Financial Year	INR	Foreign currency
FY 2014-15	1.999	1.423
FY 2015-16	1.851	1.369
FY 2016-17	1.714	1.316
FY 2017-18	1.587	1.265
FY 2018-19	1.469	1.217
FY 2019-20	1.360	1.170
FY 2020-21	1.260	1.125
FY 2021-22	1.166	1.082
FY 2022-23	1.080	1.040
FY 2023-24	1	1.00

Sd /-
Chief Engineer



[Signature]
EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA

APPENDIX D – BIDDER QUALIFICATION FORMS

APPENDIX D – BIDDER QUALIFICATION FORMS
LIST FOR QUALIFICATION FORMS

Description
Soft Copies of complete TSV 2 technical submission in pdf format.
General
Power of Attorney for Signing of Tender
Power of Attorney for Lead Member of Joint Venture
Bidder Qualification Eligibility Form
Undertaking Cum Indemnity Bond
Bidder Information Form 1.1
Bidder's Party Information Form 1.2
Deleted Form of Undertaking to Provide a Performance Bank Guarantee
Historical Contract Non-Performance Form 2
Documentary evidence towards Bid security Earnest Money Deposit (EMD) payment
Security Clearance Certificate issued by Government of India
Financial #
Financial Situation Form 3.1
Average Annual Turnover Form 3.2
Financial Resources Form 3.3a
Current Contract Commitments / Works in Progress Form 3.3b
Assessed Available Bid Capacity Form 3.4
Valid Solvency Certificate (with in twelve months prior to Bid submission date)
Technical *
Form – 4.1 – General Construction Experience
Relevant Construction Experience Form 4.2



Reference Projects Certificates 1(RPC 1) - for each project
Form of Undertaking to Subcontract the Design Build Works
Certificates from Statutory Auditor
CV Formats
Check List for Qualification Forms (to be submitting)

Ensure that

- **Financial Forms are certified by Statutory Auditor**
 - **Audited Financial Statements for last 5 years are provided**
- a) Submission shall be organized in the above order with necessary client certificates and documents attached within each section.
- b) All documents and certificates must be in the language prescribed in the Tender Data Sheet (TDS).

Seal of firm and Authority's Signature



Pathod
**EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.**

Power of Attorney for Signing of Tender

(To be submitting by the Bidder and each Party constituting the Bidder in case of JV)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of..... and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender Submission for the ***** Contract proposed or being developed by the ***** (the "Employer") including but not limited to signing and submission of all applications, Tender Submissions and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Tender, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Tender for the said Contract and/ or upon award thereof to us and/ or till the entering into the Contract with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For

(Signature, name, designation and address)

(Notarised)

Witnesses:

- 1.
- 2.

Accepted

..... (Signature) (Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.


EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

Power of Attorney for Lead Member of Joint Venture (Deleted)

(To be submitting in the case where the Bidder is a JV)

Whereas the ***** ("the Employer") has invited tenders from interested parties for the ***** Project (the "Project").

Whereas, and (collectively the "Joint Venture") being members of the Joint Venture are tendering for the Project in accordance with the terms and conditions of the Tender Documents and other connected documents in respect of the Project, and

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's tender for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at and having our registered office at, (hereinafter collectively referred to as the "Parties") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Tender Process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the Tender Submission for the Project, including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Tender Submission of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's Tender Submission and/ or upon award thereof till the Contract is entered into with the Employer.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.



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

For (Signature)..... (Name & Title)

For (Signature)..... (Name & Title)

For (Signature)..... (Name & Title)

For (Signature)

Witnesses:

1.

2.

..... (Executants)

(To be executed by all the members of the Joint Venture)

..... (Name & Title)

Notes:

- The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.



Bidder Qualification Eligibility Form

Date: [insert day, month, year]

No. and title: [insert Package No. and title of work]

To: [insert full name of Employer]

We, the undersigned, confirm that we believe we have the appropriate credentials to tender for the above works and declare that:

- We, have nationalities from eligible countries, in accordance with ITB 3 (Eligible Bidder).
[insert the nationality of the Bidder, including that of all partners in case of a Joint Venture, and the nationality of each already identified subcontractor and supplier of related services, if applicable];
- We, including any subcontractors or suppliers for any part of the Contract resulting from this Tender Process, do not have any conflict of interest, in accordance with ITB 3 Eligible Bidder);
- We, including any subcontractors or suppliers for any part of the Contract resulting from this Tender Process, have not been declared ineligible under the Employer's country laws, official regulations, or have forfeited our bid security Earnest Money Deposit (EMD), or are not under execution of a bid securing declaration in accordance with ITB 3 Eligible Bidder).;
- [Insert either "we are not a Government owned entity" or "we are a Government entity, and we meet the requirements of ITB 3];
- We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tender Process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
[insert full name for each occurrence]	[insert street/number/city/country]	[indicate reason]	[specify amount in RUPEES equivalent]

[If none has been paid or is to be paid, indicate "none".]

- We undertake that in case of any change in facts or circumstances during the Tendering Process, we are affected by the provisions of disqualification in terms of the provisions of the Tender Documents we shall inform the Employer of the same immediately.

Signed* [insert signature(s) of an authorized representative(s) of the Bidder]

Name [insert full name of person signing the application]

In the Capacity of [insert capacity of person signing the application] Duly authorized to sign the application for and on behalf of: Bidders Name [insert full name of Bidder]

Address [insert street number/town or city/country address]

Dated on [insert day number] day of [insert month],[insert year]

**Provide Power of Attorney for Authorized Representative signing this document as per ITB 29*




EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

Undertaking Cum Indemnity Bond

(on Rs.500/- stamp paper)

We, (1) Mr. _____ and (2) Mr. _____
_____ aged (1) _____ years, and (2) years, respectively; Directors / Power of
Attorney holder of the Firm/Company having its office at _____

_____ Hereby gives
an UNDERTAKING CUM INDEMNITY BOND as under:

AND WHEREAS we are registered contractor/s with the and / or (Name of other authority), having
Registration No. _____ valid up to. _____.

**AND WHEREAS THE MMRDA HAD PUBLISHED THE TENDER NOTICE FOR THE WORK OF DESIGN
AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR GHODBUNDER BY-
PASS DP ROAD (THANE COASTAL ROAD) AND WHEREAS I/we want to participate in the
said Tender procedure, I/We hereby give an
Undertaking-cum-Indemnity Bond as hereinafter appearing:-**

I/We hereby agree and undertake that my/our Firm/Company is not under any penal action such
as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi Government
& Government Under-taking and any Multilateral Funding Agency, urban local body in India or
abroad etc as on date of submission of tender. **The Blacklisting shall be applicable as per The
Manual for Procurement of Works issued by DOE (updated in june 2022)**

I/We hereby further agree and undertake that, at any stage of tendering procedure if the said
information is found incorrect, it shall be lawful for the MMRDA forthwith debar me/us from the
tendering procedure and initiate appropriate penal action.


The undertaking-cum-Indemnity Bond is binding upon us/our heirs, executors administrators and
assigns and/or successor and assigns.

Place

Date : ____/____/____

Directors/POA Holder

(Seal of Firm/Co.)


**EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMR.D.A.**

Identified by me,

BEFORE ME

[A large, diagonal, handwritten signature in blue ink, likely of the Executive Engineer, spans across the middle of the page.]



[Handwritten signature: Rathod]
**EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA.**

• UNDERTAKING BY THE BIDDER WHILE SUBMISSION OF BID

(On Stamp Paper of ` 100/-)

From: _____

To,

The **CHIEF ENGINEER** _____

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY,

Engineering Division, 5th Floor,

New Administrative Building Bandra-Kurla Complex,

Bandra (East) Mumbai 400 051, India

**Name of Work: DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3
CONNECTOR GHODBUNDER BY-PASS DP ROAD (THANE COASTAL
ROAD)**

NO. _____

Sir,

I/We _____ hereby Bid for **DESIGN AND
CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR GHODBUNDER BY-PASS
DP ROAD (THANE COASTAL ROAD)**, at a total cost which is quoted in the financial bid on-line
at the rate contained in the aforesaid Schedule of rates and quantities (Schedule - A).

I/We agree to execute this work at the above stated offer in accordance with design, drawings, specifications, instructions/directions, special conditions of contract & general conditions of contract supplied by MMRDA which I/We have read carefully and agree to abide by such conditions.

I/We agree to keep this Bid offer open and available to you for acceptance for a period of 180 (One Hundred Twenty) days from the last date appointed by MMRDA for on-line submission of Bid and further agree not to revoke the Bid or vary its terms and conditions. I/We agree to the Employer that if I/we revoke the Bid or vary its conditions at any time during such period, the earnest money deposited and Bid Security by way of Bank Guarantee by us **via online Payment**



Gateway mode shall stand forfeited to you without prejudice to Employers other rights and remedies.

I/We have satisfied myself/ourselves as to the location of the site and working conditions, examined the requirements of MMRDA, and have obtained all the information necessary for the successful timely completion of the work.

I/We bind myself/ourselves to deposit the Performance security as per MMRDA rules, as prescribed in Clause 4.2 of General Conditions of Contract and/or special conditions of contract within 15 days after receiving your notice that the contract has been awarded to me/us, failing which I/We shall have no objection to the forfeiture of the earnest money in full, or also the said earnest money shall be retained by the Employer towards the Performance Security as specified in the conditions. I/We further bind myself/ourselves to execute the contract document and to commence work within stipulated period as mentioned in General Conditions of Contract, failing which I/We agree to the Employer forfeiting the earnest money and Performance Security. The said Employer shall also be at liberty to cancel the notice of acceptance of Bid if I/We fail to deposit the Performance Security as specified or to execute an agreement or to start work as stipulated in the Bid documents.

"I/We hereby pay the Earnest Money of Rs. _____ in the form of Online Payment / Bank Guarantee No. / UTR No. _____ issued by _____ for the said amount is attached".

I/We understand that you are not bound to accept the lowest Bid or bound to assign any reason for rejecting our Bid.

I/We agree that the MMRDA shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as per Clause No.3.8 of Notice of Bid & Instructions to Bidders.




Signature of Witness

Date :

Name : _____

Yours faithfully,
(Signature of Bidder with seal of the firm)*



**EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA.**

Address : _____

Occupation: _____

- * Power of attorney must be enclosed in case the Bid is signed by the authorized nominees.




EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA

IRREVOCABLE UNDERTAKING u/s 171 of CGST Act, 2017**(On Rs. 500/- Stamp Paper)**

I Shri /Smt. _____ aged _____ years, Indian inhabitant.
Proprietor/Partner/Director of M/s. _____, resident at
_____ do hereby give Irrevocable undertaking as under :

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MMRDA by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MMRDA shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/ punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.



**EXECUTIVE ENGINEER
ENGINEERING DIVISION**

Form – 1.1 – Bidder Information Form

Date: [insert day, month, year]

No. and title: [insert title of works]

Page [insert page number] of [insert total number] pages

Bidder's legal name

[insert full legal name]

In case of Joint Venture (JV), legal name of each partner:

[insert full legal name of each Party in JV]

Bidder's Actual or Intended country of constitution:

[indicate country of Constitution]

Bidder's actual or Intended year of constitution:

[indicate year of Constitution]

Bidder's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Bidder's authorized representative information

Name: [insert full legal name]

Address: [insert street/ number/ town or city/ country]

Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]

E-mail address: [indicate e-mail address]

Attached are copies of original documents of:

Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITB 3 (Eligible Bidders).

In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 3(Eligible Bidders).



Form – 1.2 – Bidder's Party Information Form

[The following table shall be filled in for the Bidder and for each Party constituting the Bidder]

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

No. and title: *[insert title of works]*

Page *[insert page number]* of *[insert total number]* pages

Bidder/JV legal name:

[insert full legal name]

Bidder's Party legal name:

[insert full legal name of Bidder's Party]

Bidder's Party country of registration:

[indicate country of registration]

Bidder Party's year of constitution:

[indicate year of constitution]

Bidder Party's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Bidder Party's authorized representative information

Name: *[insert full legal name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

Attached are copies of original documents of:

Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITB 3 (Eligible Bidders).



In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 3(Eligible Bidders).




EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA

Joint Bidding Agreement / Joint Venture Agreement (Deleted)

(To be executed on Stamp paper of appropriate value)

~~THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...~~
AMONGST

1. ~~{..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)~~

AND

2. ~~{..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)~~

WHEREAS,

- (A) ~~The MMRDA represented by The Metropolitan Commissioner, MMRDA and having its principal office at MMRDA, 9th Floor, New Office Building, Plot No. R-05, R-06 & R-12, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai, Maharashtra, INDIA 400051 (hereinafter referred to as the "Employer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited tenders (the "Tenders") by its Invitation to Tender Document (the "ITB") dated --- for the design, build of (the "Project") to be entered into between the selected Bidder for the Project and the Employer;~~
- (B) ~~The Parties are jointly tendering for the Project as members of a joint venture and in accordance with the terms and conditions of the ITB and other tender documents in respect of the Project; and~~
- (C) ~~It is a necessary condition under the ITB that the Parties bidding as a joint venture shall enter into this Agreement and furnish this Agreement to the Employer as part of their tender submission.~~

NOW IT IS HEREBY AGREED as follows:**1. Definitions and Interpretations**

~~In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the ITB.~~

2. Joint Venture

2.1 ~~The Parties do hereby irrevocably constitute a joint venture (the "JV") for the purposes of jointly participating in the Tender process for the Project.~~

2.2 ~~The Parties hereby confirm and agree that they are participating in the Tender process only through this JV, and not individually and/or through any other Bidder, either directly or indirectly or through a person who controls, is controlled by, or is under the common control of such Bidder.~~



3. ~~Covenants~~

The Parties acknowledge that the Employer shall require, in the event the JV is declared the selected Bidder and awarded the Project, that the Bidder incorporate a JV (agreement registered under Registration Act 1908) for entering into the DB Contract with the Employer and for performing all its obligations as the Contractor under the terms of the DB Contract for the Project, and hereby undertake that they shall comply with any such requirement to incorporate an JV (agreement registered under Registration Act 1908).

The Joint Venture agreement shall be registered. In case of Joint Venture agreement is not registered before the bidding, bidders shall submit notarised copy of Joint venture Agreement, then the same shall be registered before or at the time of Contract Agreement.

4. ~~Role of the Parties~~

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV during the Tender process and until the execution date of the DB Contract when all the obligations of the / JV (agreement registered under Registration Act 1908) shall become effective;

b) Party of the Second Part shall be the _____ Member of the Joint Venture;

Note: Each party constituting JV shall specify technical role played by the each member of the JV for execution of this contract.

5. ~~Joint and Several Liabilities~~

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the ITB, the Tender and the DB Contract, until such time that the DB Contract is executed by the Contractor and the Employer.

6. ~~Shareholding in the JV (agreement registered under Registration Act 1908)~~

6.1. The Parties agree that the proportion of shareholding among the Parties in the JV (agreement registered under Registration Act 1908) shall be as follows:

First Party:

Second Party:

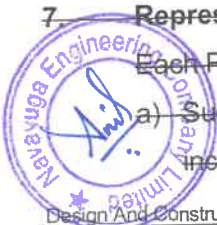
6.2. The parties further agree that they shall not change proportion of their individual shareholding until the Contract Completion Date, as defined in the DB Contract.

6.3. The Parties undertake that they shall not sell or change their stake in / JV (agreement registered under Registration Act 1908) until the Contract Completion Date, as defined in the DB Contract.

7. ~~Representation of the Parties~~

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;



- b) ~~The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV Party is annexed to this Agreement, and will not, to the best of its knowledge:~~
- ~~i. require any consent or approval not already obtained;~~
 - ~~ii. violate any Applicable Law presently in effect and having applicability to it;~~
 - ~~iii. violate the memorandum and articles of association, by laws or other applicable organisational documents thereof;~~
 - ~~iv. violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or~~
 - ~~v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;~~
- c) ~~This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and~~
- d) ~~there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.~~

8. Termination

~~Where the Project is awarded to the JV, this Agreement shall be effective from the date hereof and shall continue in full force and effect until such time that the DB Contract is executed by the JV and the Employer. However, where the JV is not selected for award of the Project, the Agreement will stand terminated upon return of the Tender Security by the Employer to the Bidder.~~

9. Miscellaneous

- a) ~~This Agreement shall be governed by laws of India.~~



- b) ~~The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.~~

~~IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.~~

~~SIGNED, SEALED AND DELIVERED For and on behalf of FIRST PARTY~~

(Signature)

(Name)

(Designation)

(Address)

~~SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PARTY~~

(Signature)

(Name)


(Designation)

(Address)

In the presence of:

1. _____ 2




EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA.

Form – 2 – Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and for each Party constituting the Bidder as an Affidavit on stamp paper of Rs 500 in this regard shall be submitting]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

No. and title: [insert Group number and title of works]

Page [insert page number] of [insert total number] pages

Non-Performing Contracts in accordance with Appendix C, Eligibility and Qualification Criteria
1. Contract Non-performance leading to Contract Termination by Employer or adverse award or pronouncement by an arbitral tribunal or judiciary

Nature of Dispute						
Sr. No.	Name and location of project	Name and address of client	Description	Period of Arbitration/ Litigation From –To	Amount Claimed	Award in favour of client

2. Black Listing or debarment proceedings ongoing or completed by any Public Agency/ Employer (On The Date Of Submission Of Bid The Blacklisting shall be applicable as per The Manual for Procurement of Works issued by DOE (updated in June 2022)) <https://doe.gov.in/divisions/manual-procurement-works>

Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting / debarment ongoing/completed	No. of years of debarment/ blacklisting

3. Pending Litigation

No pending litigation in accordance with Appendix C, Sub-Section 2. Pending litigation as indicated below.

Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, in INR equivalent)	Cost of Non performing contract in Rupees

[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]	[insert amount]
---------------	---------------------	--	-----------------

It is further submitting that we have not been under execution of a Tender Securing Declaration on the date of submission of bid. **The Blacklisting shall be applicable as per The Manual for Procurement of Works issued by DOE (updated in June 2022)**

- a) Any non-disclosure of pending litigation/investigation in above form shall attract disqualification of bidder as per clause 54 (Employer's Right to Accept any Tender, and to Reject any or all Tenders).

Notes

- The information provided vide the above Affidavit is final and supersedes all the Clauses provided elsewhere in the Bid Document regarding –
 - Contract Non-performance leading to Contract Termination by Employer or adverse award or pronouncement by an arbitral tribunal or judiciary
 - Black Listing or debarment proceedings ongoing or completed by any Public Agency/ Employer
 - Pending Litigation

Signature and Seal of the Bidder



G. Athod
EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA

Form – 3.1 – Financial Situation

[The following table shall be filled in for the Bidder and for each Party constituting the Bidder]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder Party's Legal Name: [insert full name]

No. and title: [insert Group number and title of works]

Page [insert page number] of [insert total number] pages

Financial Data

Financial information in (INR equivalent)	Historic information for previous five years (INR. Millions) [Insert amount in INR equiv.]*				
	Year 1	Year 2	Year 3	Year 4	Year 5
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW) (TA-TL)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

*Only INR to be considered. Where financial statements are valued in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date.

The Applicable Date shall mean the “last day of the respective Calendar Year”.

1) Financial documents

The Bidder and its Parties shall provide copies of the financial statements including AUDITED balance sheets all notes and related income statements for **5 years** pursuant to Part A Eligibility and Qualifications. 2 The financial statements shall:

- Reflect the financial situation of the Bidder or any Party constituting the Bidder, and not sister or parent companies.



- b) Be audited by a certified accountant.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).




EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

Form – 3.2 – Average Annual Turnover

[The following table shall be filled in for the Bidder and for each Party constituting the Bidder]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder Party's Legal Name: [insert full name]

No. and title: [insert Group number and title of works]

Page [insert page number] of [insert total number] pages

Annual Turnover					
Year	Amount and Currency	Conversion Rate *	INDIAN RUPEES Equivalent	Price variation Factor**	Escalated Turnover
[indicate year]	[insert amount and indicate currency]		[Insert amount in INR equiv.]*		
Average Annual Turnover					

*Only INR to be considered. Where financial statements are valued in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date.

The Applicable Date shall mean the “last day of the respective Calendar Year”.

** An price variation rate per annum may be applied to the annual Turnover as per below table-

Sr. No.	Financial Year	FOR INR	FOR FOREIGN CURRENCY
1	FY 2014-15	1.999	1.423
2	FY 2015-16	1.851	1.369
3	FY 2016-17	1.714	1.316
4	FY 2017-18	1.587	1.265
5	FY 2018-19	1.469	1.217
6	FY 2019-20	1.360	1.170
7	FY 2020-21	1.260	1.125
8	FY 2021-22	1.166	1.082
9	FY 2022-23	1.080	1.040
10	FY 2023-24	1	1.00



Form – 3.3(a) – Financial Resources

[The following table shall be filled in for the Bidder and for each Party constituting the Bidder]
Specify proposed sources of financing - lines of credit or liquid assets other than contractual advance payments and net of current commitments, available to meet the cash flow requirements of the subject contract as indicated in Appendix C Eligibility and Qualification Criteria.

Source of Financing	Amount (INR equivalent)
1.	
2.	
3.	
4.	
5.	

*Only INR to be considered. Where financial statements are valued in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date.
The Applicable Date shall mean the “last day of the respective Calendar Year”.

Provide:

- Letter from Bank indicating available line of credit for this Project and/or; Certificate from statutory auditor confirming the available cash reserves as on date of submission of Tender Documents. Cash reserves are to be calculated excluding any short-term liabilities and all project advances.
- Letter from Bank indicating available line of credit for this Project and/or Certificate from statutory auditor confirming the financial resources




EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

Form – 3.3(b) – Current Contract Commitments / Works in Progress

[The following table shall be filled in for the Bidder and for each Party constituting the Bidder]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder Party's Legal Name: [insert full name]

No. and title: [insert Group number and title of works]

Page [insert page number] of [insert total number] pages

Bidders and each partner to Tender shall 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.

Name of Contract	Employer, contact address/ Tel./ Fax	Value of outstanding work INR	Estimated Completion Date	Average monthly invoicing over last six months (INR/month)
1.				
2.				
3.				
4.				
5.				
etc.				

*Only INR to be considered. Where values are in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date. The Applicable Date shall mean the "last day of the respective Calendar Year"



Form – 3.4 – Assessed Available Bid Capacity

[The following table shall be filled in for the Bidder and for each Party constituting the Bidder]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder Party's Legal Name: [insert full name]

No. and title: [insert Group number and title of works]

Page [insert page number] of [insert total number] pages

Assessed Available Bid Capacity = $(A \times N^2 - B)$, where

A = Average Annual Turnover for last FIVE Financial Years ;

N = Number of years prescribed for completion of the works.

and

B = Value of existing commitments and on-going works to be executed during the period of completion of work.

Information	Year	Amount and Currency	INR * Equivalent	Price variation Factor**	Escalated Turnover
Value of works executed. (Completed and work in progress) = A ₁		[insert amount and indicate currency]	[insert amount in INR equiv.]		
-----"----- = A ₂					
-----"----- = A ₃					
-----"----- = A ₄					
-----"----- = A ₅					
TOTAL $\Sigma(A_1 \text{ to } A_5)$					
AVERAGE = $(\Sigma(A_1 \text{ to } A_5)/5)$					

Information	Year	Amount and Currency	INR equivalent
-------------	------	---------------------	----------------



Value of existing commitments and on-going works to be executed during the period of completion of work: B			
Available Tender Capacity = $(A \times N \times 2 - B)$, where N= Number of years prescribed for completion of the works			

*Only INR to be considered. Where values are in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date. The Applicable Date shall mean the "last day of the respective Calendar /Financial Year."



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EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA

Form – 4.1 – General Construction Experience

[The following table shall be filled in for the Bidder and for each Party constituting the Bidder accompanied by client's certificate or duly notarized copy of work order/extract of contract agreement confirming the project details]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder Party's Legal Name: [insert full name]

No. and title: [insert Group number and title of works]

Page [insert page number] of [insert total number] pages

[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Appendix C, Eligibility and Qualification Criteria No 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Bidder
[indicate month/ year]	[indicate month/ year]	Contract name: [insert full name] Brief Description of the Works performed by the Bidder: [describe works performed briefly] Amount of contract: [insert amount in INR equivalent] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/ country]	[insert "Prime Contractor" or "Lead member of JV"]

In case of international experience, all certificates shall comply to apostille requirement.



[Signature]
EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

Form – 4.2 – Relevant Construction Experience

[The following table shall be filled in for the Bidder and for each Party constituting the Bidder accompanied by client's certificate, or duly notarized copy of work order/extract of contract agreement confirming the project details]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder Party's Legal Name: [insert full name]

No. and title: [insert Group number and title of works]

Page [insert page number] of [insert total number] pages

[Identify contracts that demonstrate Construction Experience pursuant to Appendix C, Eligibility and Qualification Criteria No. 4.2]

Relevant Project No.	Information		
[insert number] of [insert number of similar contracts required]	<hr/>		
Name of the Project:			
Location (Postal Address of the facility)			
Contract Identification	[insert contract name and number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2015]		
Contractual Completion date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract [check the appropriate box]	Prime Contractor	Lead Member of JV	
Total Contract Amount	[insert total contract amount in local currency] INR [insert total contract amount in INR equivalent]		
If partner/member in a JV, or subcontractor, specify participation in total contract amount	[insert a percentage amount]	[insert total contract amount in local currency]	[insert total contract amount in INR equivalent]

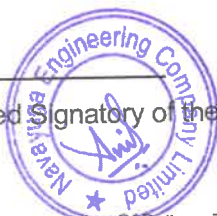
Relevant Project No.	Information
Employer's Name:	[insert full name]
Address:	[indicate street / number / town or city / country]
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]
E-mail:	[insert e-mail address, if available]
Description of Activities	[insert response to inquiry indicated in left column]
1. Physical Size	[insert physical size of activities]
ROAD INFRASTRUCTURE of minimum 2+2 lane having minimum length in Km	
creek/ river/ sea bridge of 2+2 lane/ double track railway bridge with span of in m	
Via-duct component with minimum 2+2 lane configuration having either minimum length in Km or area of deck fully completed in sqm	
2. Complexity	[insert description of complexity]
3. Methods/Technology	[insert specific aspects of the methods/ technology involved in the contract]
4. Other Characteristics	[insert other characteristics as appropriate]

Declaration (by Bidder (or its constituent Party):

I hereby declare and confirm that the above information is truthful and correct. I understand that in the case that this information is found to be false or misleading our party and JV partners (if any) will be liable to be disqualified from the process and the Employer shall reserve the right to initiate appropriate action.

Sign:

Authorized Signatory of the Party



EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA

Form RPC 1 - Reference Project Certificate
Relevant Construction Experience

[To be filled by the Bidder for each Reference Project provided under Form 4.2 accompanied by client's certificate confirming the project details]

Date: [insert day, month, year]

General Details			
Name of the Project:			
Location (City, Country)			
Name of Contractor			
Joint Venture Partner 1		Equity participation	%
Joint Venture Partner 2		Equity participation	%
Joint Venture Partner 3		Equity participation	%
Contract Cost			
Date of Award:			
Scheduled Completion Date:			
Actual Completion Date			
Actual Amount of work completed:			
Scope of Works			
Scope of Works & Nature of Contract:		Please provide description with details of work completed	
ROAD INFRASTRUCTURE of minimum 2+2 lane having minimum length in Km			
creek/ river/ sea bridge of 2+2 lane/ double track railway bridge with span of in m			
Via-duct component with minimum 2+2 lane configuration having either minimum			



length in Km or area of deck fully completed in sqm	
Performance	
Comments about overall execution of the works by the contractor:	
Were liquidated damages & / or penalties recovered from the Contractor:	If yes, please briefly describe nature of default & the amounts recovered.
Is there any litigation / arbitration / dispute pending with Contractor:	If yes, please describe briefly the nature of dispute
How do you rate the overall performance of the Contractor:	
Contact Details	
Name	
Postal address	
Phone	
email	

Declaration (by Bidder (or its constituent Party)):

I hereby declare and confirm that the above information is truthful and correct. I understand that in the case that this information is found to be false or misleading our party and JV partners (if any) will be liable to be disqualified from the process and the Employer shall reserve the right to initiate appropriate action.

Sign: _____

Authorized Signatory of the Party

AND

Name, sign and seal of the certifying employer of the client of designation **The Executive Engineer** or equivalent or engineering head of the department.

In case if Bidder is unable to obtain employer's signature on RPC 1, then he must submit (along with related RPC 1) experience certificate issued by the project employer on employer's letterhead. Such certificate issued by the project employer shall contain all the information mentioned in the form RPC 1 and shall be signed by the project authorized signatory not below the rank of **The Executive Engineer** of any Govt. Undertaking/Local Govt./Municipalities.



[Signature]

EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

Certificate from the Statutory Auditor

[To be provided for each Reference Project where the project was executed by the party as a JV]
Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder/ JV Party) was engaged by (title of the project company) to execute (name of project) for (nature of project). The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Bidder/ JV Party) received/paid Rs. cr. (Rupees crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupees.....crore), of which the Bidder/JV Party received/paid Rs. cr. (Rupees crore), during the past five financial years as per year-wise details noted below:

..... {It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder/JV Party who undertook these works as a partner or a member of joint venture/ consortium.

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorized signatory).

Date:



CV FORMAT

1	Proposed Position	:			
2	Name of Firm	:			
3	Name of Staff	:			
4	Date of Birth	:		Citizenship:	
5	Education	:			
6	Membership of Professional Associations	:			
7	Other Training	:			
8	Countries of Work Experience	:			
9	Languages	:	Speaking	Reading	Writing
		:			
		:			
CE					
10	Employment Record	:			
a)	From	:			
	Employer	:			
	Position Held	:			
11	Detailed Tasks Assigned	:			
12	Work Undertaken that Best Illustrate Capability to Handle the Tasks Assigned	:			
Name of Assignment or Project		:			

Year		
Location		
Client		
Main Project features		
Position held		
Activities performed		

13. Certification:

I, the undersigned, certify to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I also confirm that shall my tender be successful I will be available to take up the position specified.

Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full Name of authorized representative: _____



CHECK LIST FOR TECHNICAL SUBMISSION (TSV 3)

Section	Description	Submitting	File No. / Page No.
	Technical Tender Forms		
3.1	Form of Undertaking to Provide Collateral Warranties	Yes / No	
3.2	Form of Proposed Deviations	Yes / No	
3.3	Deleted	Yes / No	
3.4	Civil Design (General, Road, Viaduct/Bridges)	Yes / No	
3.5	Mechanical Design	Yes / No	
3.6	Electro-mechanical Design and Plant Details	Yes / No	
3.7	Road signage	Yes / No	
3.8	Site security (civil aspects) including compound wall and gates.	Yes / No	
3.9	Control of Environmental Impacts	Yes / No	
3.10	Quality Assurance, Quality Control, Health and Safety Procedures	Yes / No	
3.11	Programme and Staffing	Yes / No	
3.12	Construction Plan	Yes / No	
3.13	Check List for Qualification Forms for TSV 3 (to be submitted.)	Yes / No	

Note: The contents of each submission are presented in detail in form TSV-3.

Seal of firm and Authority's Signature




EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

CHECK LIST FOR (TSV 4)

Details of the Construction Equipment in possession of the Bidder and the equipment proposed to be deployed at site. Attached YES/ NO

Sr. No.	Name of Equipment	Submitting	File No. / Page No.
1	Hydraulic Excavators equipped with breaker for scaling operation	Yes / No	
2	Bulldozers	Yes / No	
3	Front End Loaders	Yes / No	
4	Vibratory Rollers	Yes / No	
5	Motor Grader	Yes / No	
6	Water Tankers	Yes / No	
7	Dumpers / Tippers	Yes / No	
8	Mobile Crane	Yes / No	
9	Welding Equipment	Yes / No	
10	Plate Compactors	Yes / No	
11	Aggregate crusher	Yes / No	
12	Automatic Concrete Batching plant with computerized control	Yes / No	
13	Transit Mixers	Yes / No	
14	Concrete Pump	Yes / No	
15	Cranes 1) Crawler mounted 2) Pneumatic Tyre mounted	Yes / No	
16	Concrete Vibrator a) Internal b) Form / External Vibrators	Yes / No	
17	Bar cutting and Bending Machine	Yes / No	
18	Hot mix plant batch mix type with computer controlled mixing	Yes / No	
19	Paver Finisher with Electronic sensor device	Yes / No	
20	Slip form paver with texturing unit	Yes / No	
21	Bituminous Boiler & Sprayer	Yes / No	

22	Mechanical sweeper	Yes / No	
23	Tandem Roller	Yes / No	
24	Pugmill / mixing plant for WMM	Yes / No	
25	Generators	Yes / No	
26	Trucks	Yes / No	
27	Air compressors	Yes / No	
28	Total Station	Yes / No	
29	Tractor & Trailers	Yes / No	
30	Water Pumps	Yes / No	
31	Joint cutting machine	Yes / No	
32	Sealant Laying Machine	Yes / No	
33	Piling rings	Yes / No	
34	Dewatering Pump	Yes / No	
35	Jumbo (Automatic)	Yes / No	
36	Jumbo (Semi-Automatic)	Yes / No	

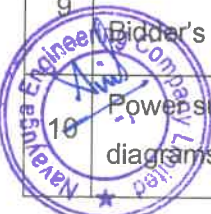


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**EXECUTIVE ENGINEER
ENGINEERING DIVISION**

CHECK LIST FOR TECHNICAL SUBMISSION (DRAWINGS) (TSV 5 (A3 SIZE) AND TSV 6 (A1 SIZE))

Sr. No	Description	Submitting	File No. / Page No.
1	Overall Layout Plan	Yes / No	
2	Project alignment	Yes / No	
3	Plan and Profile	Yes / No	
4	Typical Cross Section of Roads, Bridges and Viaducts	Yes / No	
5	General arrangement drawings of Bridges and Viaducts	Yes / No	
6	Traffic Management/Diversion Plan	Yes / No	
7	Miscellaneous Drawings	Yes / No	
7.1	Road Marking	Yes / No	
7.2	Road Signages	Yes / No	
7.3	Drainage System	Yes / No	
7.4	Illumination and CCTV cameras synoptics, ITS Etc.	Yes / No	
8	Contractor laydown/proposed area for Casting Yard Site Office Dumping Yard Labour camp, etc.,	Yes / No	
9	Any other drawings necessary to illustrate the Bidder's proposal	Yes / No	
10	Power supply and distribution single line diagrams if required	Yes / No	



Seal of firm and Authority's Signature

APPENDIX E – TENDER FORMS



TENDER FORMS

Letter of Tender
Form of Undertaking to Provide Parent Company Guarantee
Form of Undertaking to Provide Performance Bank Guarantee
Integrity Pact
Collateral Warranty Design Consultant

**EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.**

LETTER OF TENDER

(As per ITB 22, to be enclosed in TSV 1)

**DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR
GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)****To: Mumbai Metropolitan Region Development Authority**

We have examined the Tender Documents, including the Instructions to Bidders, Particular Conditions of Contract, Employer's Requirements, Schedules, Contract Data, Background Information, Amendments / Corrections and Corrigendaa / Addenda Nos. _____ for the above named Contract. We have understood and checked these documents and have not found any errors in them.

We accordingly offer to design, execute and complete the Design-Build of the Works and remedy any defects, fit for purpose, in conformity with these documents and the enclosed Tender Submission for a lump sum subject to adjustments under the terms of the Contract (if any), of:

(Complete only in Currency of Tender i.e. Indian Rupees INR _____)

In _____ words _____

We agree to abide by this Tender Submission for **180 (One Hundred Eighty)** days from the Submission Deadline and it shall remain binding upon us and may be accepted at any time before that date

If this offer is accepted, we will provide the required Performance Bank Guarantee, and commence and complete the Works, in accordance with the terms of the Contract.

We further undertake, together with the Employer, to jointly appoint the DAB in accordance with the requirements of the Contract.

Unless and until a formal Contract is prepared and executed, this Tender Submission, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Tender Submission you may receive.




Capitalized terms used in this Letter of Tender shall have the meanings set out in the Tender Documents.

Signature _____ in the capacity of _____ duly
authorized to sign this Tender Submission for and on behalf of

Address _____

Date _____




**EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.**

BANK GUARANTEE IN LIEU OF EMD

KNOW ALL MEN AND THESE PRESENTS WITNESS that WE

..... BANK, a Banking Corporation constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 carrying on business of Banking in Mumbai and at other places in India and having its Head Office at

..... and Branch Office at hereinafter referred to as 'the said Bank'.

WHEREAS the Mumbai metropolitan region development authority of Maharashtra (hereinafter referred to as Beneficiary "the Employer") has invited tenders for execution of work of

..... (Name of Contract/Contract No.) hereinafter referred to as 'the said work

We have been informed that: (name of Bidder) (hereinafter called the "Principal") is submitting an offer for the above-named Contract in response to your invitation, and the conditions of your invitation require that his offer is supported by a tender security

At the request of the Principal, We: (name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of (in words:) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- b) the Principal has refused to accept the correction of errors in his offer in accordance with the conditions of your invitation, or
- c) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 1.6 (Contract Agreement) of General Conditions (FIDIC) and as modified in the Vol 1A – Particular Conditions of Contract.
- d) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 4.2 (Performance Security) of the General Conditions and as modified in the Vol 1A – Particular Conditions of Contract.
- e) our Guarantee shall remain in force until Unless a demand or claim under the guarantee is made on our Bank in writing on or before All your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

This guarantee will expire

- (a) if the Bidder is the successful Bidder, upon our receipt of the Performance Security and a copy of the Contract signed by the Bidder and Employer as issued by you; or

- (b) if the Bidder is not the successful Bidder, twenty eight days after the expiration of the Bidder's Tender validity period, being [date of expiration of the Tender].

Note: BENEFICIARY DETAILS

Beneficiary name – Mumbai metropolitan region development authority

IFSC CODE: _____

BANK A/C: _____

BANK: _____

BRANCH: _____

Signed by: _____

(Signature For and on behalf of Bank)

(official seal))

(name)

Date this.....Day of



FORM OF UNDERTAKING TO PROVIDE PARENT COMPANY GUARANTEE

(As per ITB 23, to be enclosed in TSV 1)

TO: Mumbai metropolitan region development authority ("MMRDA")**RE: DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR
GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)****RE: Parent Company Guarantee**

Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Tender Documents.

WHEREAS in accordance with ITB 23 of the Instructions to Bidders, this undertaking to provide a parent company guarantee is required because the Bidder or any party constituting the Bidder, including JV participants, demonstrates compliance with the Qualification Criteria for this Tender on the basis [of the financial strength, experience or qualifications of its parent company] [AND/OR] [that the JV participants would form an JV (agreement registered under Registration Act 1908) in accordance with ITB 28 and guarantee the obligations of the JV (agreement registered under Registration Act 1908)];

AND WHEREAS the undersigned is [the parent company of]
[OR] [a JV participant in the Bidder of];

AND WHEREAS the undersigned has examined fully the Tender Documents;

NOW THEREFORE, the undersigned hereby undertakes to provide a Parent Company Guarantee in the wording set out in the Form of Parent Company Guarantee provided in the Contract Forms as and when required by ITB 23 (Parent Company Guarantee) and ITB 42 (Notification of Acceptance of an e-Tender Submission.).

DATED this _____ day of _____ 2024

Name of Parent Company/JV Participant:

Per: _____

Name

Title



Per: _____

Name

Title

I/We have authority to bind the party/MMRDA.

EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

• FORM OF UNDERTAKING TO PROVIDE PERFORMANCE BANK GUARANTEE

(As per ITB 24, to be enclosed in TSV 1)

To: Mumbai Metroplitan Region Development Authority ("MMRDA")**Contract Name: DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3
CONNECTOR GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)**

Guarantee Amount: Not greater than 5% of the accepted contract amount of the tender (amount calculated in accordance with the percentage entered into the Contract Data, as may be reduced in accordance with the Contract).

In the event that the Tender Submission submitting by us is accepted by MMRDA (Employer) we hereby undertake to provide a Performance Bank Guarantee in the wording set out in the Contract Forms, for above amount in accordance the terms of this Contract,
The Performance Bank Guarantee will be submitting within 28 days from date of issue of Letter of Award.

Yours faithfully,

Signature: _____

Name _____ (Authorized Signatory)

Registered Address: _____

Note: This form is not a Performance Bank Guarantee. It is an undertaking to provide one in the wording of the Contract Forms.



INTEGRITY PACT

Between

MUMBAI METROPOLITAN REGION OF DEVELOPMENT AUTHORITY (MMRDA)

hereinafter referred to as “The Principal”,

and

..... Hereinafter referred to as “The
Bidder/Contractor”**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEM), who will monitor the Bid process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the Bid for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the Bid process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Bid process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



Section 2 – Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the contract execution.
- The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the contract.
 - The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from Bid process and exclusion from future contract

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the Bid process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealing”.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the Bid process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Bid process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Bid process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors



- (1) The Bidder(s) / Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the Bid process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The MMRDA appoints the Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the MMRDA.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.



(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings

could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MMRDA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, shall the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the MMRDA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MMRDA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

- (1) Pact becomes effective on signing & submission with bid by bidder.
- (2) For the successful bidder, the Integrity Pact ends after 10 months from last payment made to the successful bidder.
- (3) For unsuccessful bidders, valid for one month after award of contract.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MMRDA.



Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. MUMBAI.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Shall one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail".

Sd /-

Chief Engineer

(Office Seal)

Place _____

Date _____

(Office Seal)

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

_____
EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

[DESIGN CONSULTANT]**With****Mumbai Metropolitan Region Development Authority.****COLLATERAL WARRANTY DESIGN CONSULTANT****DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR
GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)****Law Agent****Mumbai Metropolitan Region Development Authority****THIS DEED** is dated [], 20[] and made between:-

- 1) **[CONSULTANT]** having its registered office at **[address]** (the “**Consultant**”).
- 2) **[CONTRACTOR]** having its registered office at [] (the “**Contractor**”).
- 3) **Mumbai Metropolitan Region Development Authority** having its principal office at
at
‘Mumbai metropolitan region development authority new MMRDA building, BKC,
Bandra east (“the **Employer**”).

RECITALS:

(A) By an agreement dated the [] day of [] 20[] and made between the Employer of the one part and **[Contractor]** of the other part (the “**Main Contract**”) pursuant to the Contractor’ written tender (the “**Tender Submission**”) the Contractor agreed to design, construct and complete the Design-Build of the Works for the

**DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH NH-3 CONNECTOR
GHODBUNDER BY-PASS DP ROAD (THANE COASTAL ROAD)**

- DESIGN-BUILD CONTRACT (the “**Works**”) for the Employer.
- (B) The Contractor has appointed the Consultant as Design Consultant in connection with the Works as provided for in the Main Contract.
- (C) The Consultant acknowledges that it has a duty of care to the Employer notwithstanding the Contractor’s design obligations pursuant to the Main Contract and has agreed to enter into this Deed for the benefit of the Employer and its successors in title and assigns as provided for in the Main Contract.



OPERATIVE PROVISIONS**A. OBLIGATIONS OF THE CONSULTANT****(i) Level of Skill Required:**

The Consultant warrants and undertakes to the Employer that it has exercised and will continue to exercise all necessary skill, care and diligence in the design of the Works and all services provided by it pursuant to the Tender Submission and the Main Contract in accordance with the terms of the Main Contract and without prejudice to the generality of the foregoing will devote all necessary resources to the performance of those services.

(ii) Compliance with the Appointment:

The Consultant further warrants and undertakes to the Employer that it will not seek to make nor accept any material variation to the terms of its obligations pursuant to the Tender Submission and the Main Contract without the prior written consent of the Employer.

B. INDEMNITY

(i) Subject always to the provisions of Clauses B (ii) and B (iii) hereof, the Consultant shall indemnify and keep indemnified the Employer against any damage, loss or expense incurred by it in consequence and of any breach of this Deed.

(ii) The liability of Consultant, with respect to any and all claims arising out of the performance or non-performance of obligations under the contract, shall not exceed the aggregate of its contract price with contractor. The Consultant shall not be liable for any consequential or indirect loss or damage (including loss of profit and/or loss of business) and shall be liable only for the cost of repair, renewal or reinstatement of any part or parts of the Works arising directly from its breach of the terms of this Deed and for the reasonable professional fees incurred by the Employer in respect of same.

(iii) The Consultant's liability is limited to that proportion of the costs and fees referred to in Clause B(i) which it would be just and equitable to require it to pay having regard to the extent of its responsibility for same and on the basis that the Contractor and each of the other consultants engaged by the Contractor in connection with the Works shall be deemed to have provided (whether or not they shall have done so) contractual undertakings on terms no less onerous than this Clause in respect of the performance of their services in connection with the Works and shall be deemed to have paid (whether or not they shall have done so) such proportion which it would be just and equitable for them to have to pay having regard to the extent of their responsibility.

C. PROFESSIONAL INDEMNITY INSURANCE

- (i) The Consultant shall maintain professional indemnity insurance in terms acceptable to the Employer in an amount of not less than [INR] for any one occurrence or series of occurrences arising out of any one event in terms substantially the same as its current policy for professional indemnity insurance for a period of six years from the date of issue of the Commissioning Certificate issued on foot of the Main Contract and as and when it is reasonably requested so to do by the Employer, the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained.
- (ii) The Consultant will use its reasonable endeavors not to allow any such policy to lapse or the terms thereof to be materially amended during the said period of six (6) years and shall forth with give the Employer notice of any proposal it receives regarding the withdrawal of cover or material amendment of policy.

D. COPYRIGHT AND LICENCE:

- (i) License to use and Reproduce:

The Consultant grants and agrees to grant to the Employer an irrevocable, royalty-free, and non-exclusive license to use and reproduce the plans, drawings and specifications relating to the **[Development]** and all amendments and additions to them which are now, or may at any time in the future, be prepared, designed or drawn by the Consultant and which relate to the Works including, without limitation, the construction, completion, reconstruction, modification, extension, repair, use, letting, sale and advertisement of the Works or any part thereof.

- (ii) Access and Copies:

The Consultant agrees to provide access to the Employer at any time on its request to the material referred to in Clause D (i) above and, at the expense of the Employer, to provide copies as requested and, at the expense of the Consultant, to provide the Employer with a set of all such material on the issue of the Commissioning Certificate pursuant to the terms of the Main Contract.

E. MISCELLANEOUS PROVISIONS

- (i) Notices:

All notices to be given or served under this Deed shall be in writing, addressed to the relevant party and may be delivered by hand or sent by prepaid registered post addressed in the case of a company to its registered office or in the case of an individual to the address shown on the first page of this deed.

Any such notice will be deemed to have been duly served or given in the case of delivery, at the time of delivery, or in the case of posting, forty eight hours after posting. A notice or other communication received on a non-working day or after



business hours in the place of receipt shall be deemed to be given or made on the next following working day in that place.

(ii) Common Law Rights:

Warranties and agreements contained in this Deed are given without prejudice either to any other liability of the Consultant to the Employer or to any right of action which the Employer may have against the Consultant arising out of or in relation to the Works at common law.

(iii) Assignment by the Employer:

The Employer may assign this Deed such assignment to be effective upon notice thereof being given to the Consultant. Assignment by the Consultant is not permitted.

(iv) Limitation Period:

The liability of the Consultant under this Deed shall cease on the expiry of twelve (12) years following the date of issue of the Commissioning Certificate issued on foot of the Main Contract.

(v) Law and Jurisdiction:

This Deed shall be governed by and construed in accordance with Indian law. The parties to this Deed irrevocably agree that the Indian Courts shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any dispute, which may arise out of or in connection with this Deed, and for such purpose the parties irrevocably submit to the exclusive jurisdiction of such Courts.

(vi) Warranty as to Legal Capacity:

The Consultant warrants that it is a company duly incorporated under the laws of India with power to perform its obligations on foot of this Deed and the necessary power and authority to enable it to execute and deliver this Deed.

IN WITNESS WHEREOF this Deed has been entered into on the date at the head of this document.

PRESENT when the Common Seal of the **Consultant** was affixed here to:-

PRESENT when the Common Seal of the **Contractor** was affixed here to:-

PRESENT when the Common Seal of **Mumbai Metropolitan Region Development Authority** was affixed hereto:-

Dated [], 20[]

Chief Engineer (MMRDA)



EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.

APPENDIX F – PRICING SCHEDULES



APPENDIX F – PRICING SCHEDULES

GENERAL INSTRUCTIONS FOR PRICING SCHEDULES

Pricing Schedules and the Contract

BIDDERS ARE STRONGLY CAUTIONED TO REVIEW THE PRICING PROVISIONS AND TERMS OF PAYMENT OF THE CONTRACT BEFORE COMPLETING THE PRICING FORMS. IN PARTICULAR, BIDDERS MUST TAKE INTO ACCOUNT ALL CONTRACTUAL OBLIGATIONS FOR PAYMENT SET OUT IN VOLUME 3 (SCHEDULE OF PAYMENTS) OF THE CONTRACT.

Appendix F Documents

This Appendix F contains the following documents:

Instructions;

Pricing Schedule A1 – Cost Centers (Design-Build) & Grand Summary;

Pricing Schedule A1 referred to as the “pricing Schedules”.

References to “Sections” are intended to refer to Sections of these instructions contained in Appendix F.

References to “Cost Centers” are intended to refer to the specific named Cost Centers that appear in the Pricing Schedule A1.

- 1) Each individual item of Pricing Schedule A1 shall have a price entered against it in clear monetary figures, such price shall properly reflect and allow for the full inclusive value of the work covered by that item

General

- 1) The total of Pricing Schedule Values is the Summary or as may be revised in accordance with the Contract. The Summary shall be the total amounts to be paid to the Contractor for executing, completing, and performing all obligations under the Contract, as described in, or inferred from the Contract as a whole except for changes determined by the Engineer as being due in accordance with the Particular Conditions of Contract.
- 2) The sub-pricing schedules provide a breakdown of the costs of the element of works covered by the schedule into the major items included in the work. The sub-pricing schedules and the breakdowns contained in them are not a complete or fully detailed description of the scope and extent of the Works. It is the responsibility of the Contractor to ascertain the full scope of the Works by reference to the Contract as a whole.
- 3) All Pricing Schedules must be completed in accordance with all instructions set out in the Sections in this Appendix F, and all instructions that appear on the face of the Pricing Schedules themselves.



- 4) The rates/prices set out in the Pricing Schedules shall be governed by the Contract and where there is an inconsistency between this Appendix F and Volume 3 (Schedule of Payments) of the Contract; Appendix F of volume ITB of the Contract shall govern.
- 5) The currency to be used in pricing the Pricing Schedules shall be as defined in the **Tender Data Sheet** under ITB 6. All rates and prices shall be completed to two decimal places.
- 6) There shall be no tendering adjustments or discounts allowed to the Design-Build Tender Total.
- 7) The Price schedules details are outlined in Vol 6 Price Schedules.
- 8) The Price Schedule details are outlined in Vol 6 Price Schedules

Sd /-

Chief Engineer



APPENDIX G – DRAFT CONTRACT

- Refer to Clause 1.1.1.1 of Vol 1A Particular Conditions of Contract and Vol 4 Contract Forms




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MMR.D.A.**

APPENDIX H – PERSONNEL CAPABILITIES


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ENGINEERING DIVISION
MMRDA.

APPENDIX- H
Personnel Capabilities

Bidder's Legal Name: *[insert full name]*

e-Tender No..... Date.....

Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach CVs signed by the individual.

	Position (Key staff) Minimum Indicative	Minimum Experienced required	Nos	Name of the Person (Main / alternate)	Total Experience (years)	Name of Reference Project
1	Project Manager/ Team Leader	Graduate in Civil Engineering Experience of Highway road with construction of Viaduct/Bridge Projects for minimum 20 Years in similar capacity.	1			
2	Construction Manager-Bridges	Graduate in Civil Engineering Minimum 15 years of experience as Construction Manager Bridges / Viaduct & Roads Should have completed at least 2 Projects of Coastal bridge / viaduct construction.	1			



[Signature]
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MMR.D.A.

	Position (Key staff) Minimum Indicative	Minimum Experienced required	Nos	Name of the Person (Main / alternate)	Total Experience (years)	Name of Reference Project
3	Construction Manager -Roads and Highways	Graduate in Civil Engineering Minimum 15 years of experience as Construction Manager in Roads/Highway. Should have completed at least 2 road projects in similar capacity.	1			
4	Pre- cast expert	Graduate in Civil Engineering Minimum 15 years of experience. Should have experience of at least 2 viaduct / Bridges projects in similar capacity.	1			
5	Marine structural Engineer/Hydrology Expert	Postgraduate in Civil/Marine Engineering Minimum 15 years of experience in offshore/onshore with similar projects in highway, roads/viaducts/bridges.	1			



[Signature]
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MMRDA

	Position (Key staff) Minimum Indicative	Minimum Experienced required	Nos	Name of the Person (Main / alternate)	Total Experience (years)	Name of Reference Project
6	Senior Surveyor	Graduate in Civil Engineering/ Qualified survey certificate holder 10 years of experience in surveying work for Road Highway/ Bridge / Viaduct.	2			
7	Quality Assurance and Quality Control Manager	Graduate /Diploma in Civil Engineering 10 years of experience in quality control and/or quality assurance.	4			
8	Construction Engineer (Bridges & Roads)	Degree in Civil Engineering. Shall have Minimum 10 years of experience in bridge / viaduct construction for road projects. in similar capacity.	7			
9	Health and Safety Engineer	PG Diploma/ Certification in Health and Safety. Minimum 10 years of experience in similar capacity	2			
10	Environmental Engineer	Post Graduate in Environmental Science/Engineering. 10 Years Experience in similar capacity	1			



	Position (Key staff) Minimum Indicative	Minimum Experienced required	Nos	Name of the Person (Main / alternate)	Total Experience (years)	Name of Reference Project
11	Design Manager -	Post Graduate in Civil/Structural engineering. 15 year experience in similar capacity of Engineering Design for Highway road with Viaduct/Bridge	1			
12	Lead Geotechnical Engineer (Design)	Post graduate in Geotechnical engineering. 15 year experience in similar capacity of Engineering Design for Highway road with Viaduct/Bridge	1			
13	Lead Bridge Engineer (Design)	Post graduate in Structural Engineering / Bridge Engineering. 15 year experience in similar capacity of Engineering Design for Highway road with Viaduct/Bridge	1			
14	Lead Highway Engineer (Design)	Post Graduate in Highway / Transportation Engineering	1			



Position (Key staff) Minimum Indicative	Minimum Experienced required	Nos	Name of the Person (Main / alternate)	Total Experience (years)	Name of Reference Project
	15 year experience in similar capacity of Engineering Design for Highway road with Viaduct/Bridge				

Note 1: Scanned self-attested duly digitally signed/Attested copies of qualification certificates and details of work experience and employee provident fund account number shall be submitted and uploaded in Packet A.

***Note 2:** For Design Engineering the contractor may appoint a Design Consultant. The Collateral Warranty of Design Consultant needs to be submitted as per Vol 1 Appendix E- Tender Forms




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Annexure A- MMRDA Circular

2021

No. : F & A /Cash/ 310 / 2018-19

Finance & Accounts Division
Dt. : 15th June, 2018

CIRCULAR

As per General Financial Rules 2017, Rule 171, Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

As per Government, GOM / PWD circular No. Sankirna-2017/C.R.121(Part-II) Building-2 A performance Security is permitted to be accepted in the form of DD/FDR/BG of any Nationalized / Scheduled Bank.

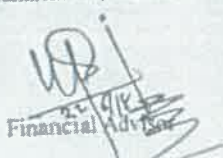
As per Illustrative Check Points for various stages of public procurement by Central Vigilance Commission, Bank Guarantees from Nationalized Banks only should be accepted. Under no circumstances bank guarantees from Co-operative Banks should be accepted.

Further as per RBI Regulations, all Bank Guarantees should be issued by the issuing bank through SFMS mode. For the purpose, the bank details in respect of MMRDA for opening Bank Guarantee through SFMS mode are as follows.

Bank Name :- Bank of Maharashtra
Branch :- Kalanagar, Bandra (East)
A/c No :- 60259778998
IFSC Code :- MAHB0000164

All Concerned staff should ensure that the Bank Guarantee is issued as per the format given in respective contract conditions. The term "BG should be payable at any branch in Mumbai" should also be incorporated in contract conditions. Further, respective division's Accounts staff should obtain confirmation of the issue of the Bank Guarantee from Mumbai Regional Office of BG issuing bank.

All Chiefs/ HODs are requested to give necessary instructions to the concerned staff to obtain Bank Guarantees in the name of MMRDA as stated above henceforth and obtain the copy of duly confirmed Bank Guarantees from our bank, i.e. Bank of Maharashtra, Bandra East Branch.


Financial Advisor

Annexure :- List of Banks





एम एम आर डी ए
MMRDA

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY



**DESIGN AND CONSTRUCTION OF BALKUM TO GAIMUKH DP ROAD (NH 3
CONNECTOR GHODBUNDER BY-PASS)**

C.A. Number-..... MMRDA Reference No

VOLUME – 1A

PARTICULAR CONDITIONS OF CONTRACT



JUNE 2024


**EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.**

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**EXECUTIVE ENGINEER
ENGINEERING DIVISION
M.M.R.D.A.**

INTRODUCTION

1.1 Introduction

This volume contains the Particular Conditions of Contract for **Design and Construction of Balkum to Gaimukh DP Road (NH 3 Connector Ghodbunder By-Pass)**

1.2 Particular Conditions of Contract

The Conditions of Contract are comprised of: the “General Conditions” as per **FIDIC First Edition 1999**” published by the Federation International des Ingenieurs-Conseils (FIDIC) (the “FIDIC Yellow Book”);

- “Particular Conditions Part A – Contract Data”; and
- “Particular Conditions Part B – Special Provisions”, which include amendments and additions to such General Conditions.

Copies of the FIDIC Conditions of Contract can be obtained from:
Federation International des Ingenieurs – Conseils (FIDIC)

World Trade Centre II
P O Box 311
1215 GENEVA 15
(Switzerland)
Facsimile : 41 22 799 4900
Telephone : 41 22 799 4901

India Address :
Ravindra Saxena
Sara Book Private Limited
G-1, Vardaan House, 7/28 Ansari Road,
Daryaganj, New Delhi 110002, India
Tel. No. - 91 11 23266107 / 65676781
Fax No. - 91 11 23266102
Mobile - +9111040727
Email - ravindrasaxena@sarabooksindia.com




**EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMRDA.**

Design And Construction Of Balkum To Gaimukh Nh-3 Connector Ghodbunder By-Pass Dp Road (Thane Coastal Road)

PARTICULAR CONDITIONS PART A – CONTRACT DATA

FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data
Clause 1	General Provisions	
1.1.2.2 & 1.3	Employer's Name and address:	Mumbai Metropolitan Region Development Authority Represented by THE EXECUTIVE ENGINEER 5th Floor, Mumbai Metropolitan Region Development Authority (MMRDA) Bandra-Kurla Complex Bandra (East) Mumbai-400 051.
1.1.2.3 & 1.3	Contractor's name and address	<i>To be entered when the name of the Contractor is known.</i>
1.1.2.4 & 1.3	Engineer's Name and Address	THE EXECUTIVE ENGINEER , MMRDA OR The Project Management Consultant appointed by the Employer (MMRDA) Mumbai Metropolitan Region Development Authority (MMRDA), Engineering Division, 5th Floor, New Administrative Building Bandra-Kurla Complex, Bandra (East) Mumbai 400 051, India Tel No. 022-26595971 / 022-26595957. e-mail: etendersupport@mailmmrda.maharashtra.gov.in
1.1.2.6 & 1.3	Employer's Personnel name and address:	Employer's Personnel The Executive Engineer MMRDA, Mumbai Metropolitan Region Development Authority (MMRDA), Engineering Division, 5th Floor, New Administrative Building Bandra-Kurla Complex, Bandra (East) Mumbai 400 051, India Tel No. 022-26595971 / 022-26595957. e-mail- etendersupport@mailmmrda.maharashtra.gov.in
1.1.3.3 & 8.2	Time for Completion of Works.	48 months construction period (including Environmental and other Clearances and monsoon period) .

FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data
		24 Months Defects liability period (DLP)
1.1.3.7	Defects Liability Period	Defects Liability period is 24 months
1.3 (a)	Agreed systems of electronic transmission:	Facsimile, E-mail
A1.3 (b)	Address of Employer for communications:	As stated at 1.1.2.2 & 1.3 above
	Address of Engineer for communications:	<i>Engineer Appointed by Employer</i> (Consultant's representative designated by Employer or Any other representative designated by Employer) Employer's designated Representative The Executive Engineer MMRDA, New MMRDA Building, 5 th Floor, Bandra – Kurla Complex, Bandra (East), Mumbai-400051. e-mail etendersupport@mailmmrda.maharashtra.gov.in
1.1.5.6	Parts of the Works that shall be designated a Section for the purposes of the Contract	Deleted
1.4	Governing Law:	The laws of Republic of India
1.4	Ruling language:	English
1.4	Language for communications:	English
2.1	After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	28 Days
4.2	Performance Security (as percentages of that portion of the Accepted Contract Amount of the Works in Currency):	
	Percent:	Performance Security: Total Performance security shall be as follows: a) Performance Bank Guarantee of Five percent (5.0 %) of the



Design And Construction Of Balkum To Gaimukh Nh-3 Connector Ghodbunder By-Pass Dp Road (Thane Coastal Road)

FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data
		<p>"Accepted Contract Amount" shall be submitted by way of an irrevocable and unconditional Bank Guarantee.</p> <p>- 2.5% of Accepted Contract Amount on receipt of LoA</p> <p>- 2.5% of Accepted Contract Amount on receipt of Environmental Clearance / all Statutory clearances</p> <p>b) Retention money of Five percent (5.0%) shall be recovered through RA Bills during the Design and Construction period.</p> <p>After accumulations of retention money of every One Percent (1%) of accepted contract amount, the retention money as deducted shall be released against equivalent amount of bank guarantee.</p> <p>The Bank Guarantees shall be extended from time to time to remain valid for 60 days beyond the date of completion of Defects Liability period. The Bank Guarantee will be released 60 days upon satisfactory completion of the Defect Liability period.</p>
	Currency:	Indian Rupees
	Validity	Performance BG shall be valid till end of Defects Liability Period
	Other Condition	Applicable stamp duty under the Government of Maharashtra Stamp Act shall be paid on all bank guarantees obtained under this contract by the Contractor for first issue of the guarantee and for any renewals / changes of the Bank / Branch etc.
	Release of Performance Security (Performance Bank Guarantee) and retention money.	<u>The Performance Security (Performance Bank Guarantee and retention money Bank guarantee) of (105%) shall be released 60 days beyond the date of completion of after the end of the Defects Liability Period.</u>
5.1	Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements 56 days .
5.2	Contractor's Documents requiring approval:	As per List indicated at Clause 2.3.17 of Volume- 2A Employer's Requirement – General
6.5	Normal working hours on the Site:	(08:00 to 18:00) or in two or three shifts with the prior approval of Employer during D.B. period.



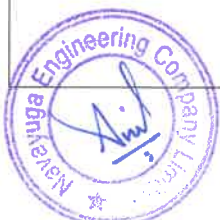
Design And Construction Of Balkum To Gaimukh Nh-3 Connector Ghodbunder By-Pass Dp Road (Thane Coastal Road)


FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data
7.8	Royalties	Unless & otherwise stated the contractor shall pay all royalties, rents & other payment. Reimbursement clause
8.1	Commencement Date	Within 42 days from the date of Letter of Acceptance
8.2	Time for Completion of Design-Build:	<p>48 months (including 12 months for Environmental Clearances)</p> <p>Milestone 1: Survey Pre-Construction Activities, EMP, License and clearances, Design review, Environment and forest clearance, Installation and commissioning of casting yard (12 Months)</p> <p>Milestone 2: Construction of Sub-Structure and Foundation, 60% at grade Road. (28 Months)</p> <p>Milestone 3: Construction of Super-Structure including wearing coat and Crash Barrier, 100% at grade Road (42 Months)</p> <p>Milestone 4: Installation, Testing & Commissioning of Electrical & Mechanical Works, Road Signs, markings and Furnitures, Light poles, Storm water drains etc (46 Months)</p> <p>Milestone 5: Completion of all works including demobilization (48 Months)</p> <p>Intermediate Milestones are not sections.</p>
8.7 & 14.15(b)	Delay damages for the Works:	For delay in completion of the Works at: 0.16% of the Accepted Contract Amount per week of delay.
	Maximum amount of delay damages (percent of portion of the final Contract Price associated with the Design-Build of the Works):	Maximum 10% of the Accepted Contract Amount
	for delay in achieving of milestone	<p>For delay in completion of the Works at: 0.16% of the Accepted Contract Amount per week of delay or part thereof.</p> <p>The penalty for failing to meet the intermediate milestone shall be recovered from the interim payment certificate & shall be kept in deposit.</p> <p>If the Contractor achieves the Final Milestone and completes the whole of works within the contract period the penalty shall be repaid.</p>



Design And Construction Of Balkum To Gaimukh Nh-3 Connector Ghodbunder By-Pass Dp Road (Thane Coastal Road)

FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data
		If the Contractor fails to complete the whole of works within the contract period, the penalties kept in deposit will be credited against delay damages payable to the Employer for this default.
8.7	Maximum compensation payable by Contractor:	10% of Design Build
8.7	Maximum compensation payable by Employer:	5% of Design Build Cost
13.5	Provisional Sums:	Fixed Provisional Sum 153 cr. (Utility Shifting, Street Light Poles, landscaping, Shifting of Signals, Tree Plantation etc, as per project execution requirements and any other item for completeness of the project which is not covered under Scope of Work)
13.8	Adjustment for changes in Cost	As per Vol 3 Schedule of Payment Clause 4.0 PRICING SCHEDULE: CONTRACT PRICE ADJUSTMENTS (DESIGN-BUILD).
14.2	Amount of Mobilisation Advance:	<p>Mobilization Advance Payment of 10% of contract amount will be paid against application and submission of Bank Guarantee in following Two Instalments:</p> <p>a) 5% of Design Build Contract amount.</p> <ol style="list-style-type: none"> On submission of Performance Guarantee and; On submission of 5.45% Bank Guarantee of contract amount and; After receiving the Letter of Acceptance and Submission of Performance Security in accordance with sub clause 4.2 and; On signing of Contract Agreement. <p>b) Remaining 5 % of Design Build Contract amount:</p> <ol style="list-style-type: none"> On submission of 5.45% Bank Guarantee of contract amount and; After receipt of Environmental/ Forest Railway / all statutory Clearances etc. and; Utilization of First Instalment after mobilization at the site including office establishment, precast casting yard have been completed and operational and; After deployment of manpower and machinery & equipment's for construction. <p>The Mobilisation advance bank guarantee shall be released to extent of the advance recovered with interest thereon.</p>




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FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data
	Rate of interest	Simple interest of 9% per annum would be applicable on Mobilisation advance payment made.
14.2(a)	Start repayment of advance payment.	when payments are 30 % of the Accepted Contract Amount Less Provisional Sums
14.2(b)	Repayment amortisation of advance payment	16.67 %
14.3	Application for Interim Payment	<ul style="list-style-type: none"> • Number of invoice copies 1 • Percentage of retention - 5% of invoice amount • Limit of retention- 5% of Accepted contract amount.
14.5(b)	Plant and Materials for payment when shipped enroute to the Site	Not applicable
14.5(c)	Plant and Materials for payment when delivered to the Site:	As per Payment schedule Vol 3
14.6	Minimum Amount of Interim Payment Certificate:	No minimum amount
14.8	Financing charges for delayed payment:	8% Simple Interest
14.15	Currencies for payment of Contract Price:	INR (Indian Rupee)
14.15	Proportions of Local and Foreign Currencies are:	Not Applicable
17.3	Employer's Risks	sub clause 17.3 (g) Deleted
17.6	Total Liability of the Contractor shall not exceed:	125% of that portion of the Accepted Contract Amount attributable to the Design-Build of the Works for the period extending until 3 years after the date of issue of the Taking Over Commissioning Certificate., at which point the Total Liability of the Contractor shall reduce to 50% of the Accepted Contract Amount attributable to the Design-Build of the Works until Contract Completion.
18.1	Periods for submission of insurance:	30 Days
	(a) evidence of insurance	60 Days

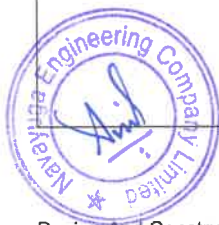


FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data																
	(b) relevant policies	Contractor shall take prior approval from Competent Authority on the detailed insurance proposal.																
	<table><tr><th>Insurance for Design-Build Period</th><th>Amount</th></tr><tr><td>Professional Indemnity Insurance</td><td>(10%) of replacement cost of Accepted contract amount</td></tr><tr><td>Contractor's All Risks Insurance</td><td>Accepted Contract Amount plus (15%) for full replacement of the Works</td></tr><tr><td>Public Liability Insurance</td><td>Rs. 50 Crores</td></tr><tr><td>Employer's Liability Insurance</td><td>Rs. 10 Crore</td></tr><tr><td>Third party Liability Insurance –persons</td><td>Rs. 10 Crore</td></tr><tr><td>Motor Insurance</td><td>As per local regulations</td></tr><tr><td>Environmental Insurance</td><td>As per applicable law</td></tr></table>		Insurance for Design-Build Period	Amount	Professional Indemnity Insurance	(10%) of replacement cost of Accepted contract amount	Contractor's All Risks Insurance	Accepted Contract Amount plus (15%) for full replacement of the Works	Public Liability Insurance	Rs. 50 Crores	Employer's Liability Insurance	Rs. 10 Crore	Third party Liability Insurance –persons	Rs. 10 Crore	Motor Insurance	As per local regulations	Environmental Insurance	As per applicable law
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Third party Liability Insurance –persons	Rs. 10 Crore																	
Motor Insurance	As per local regulations																	
Environmental Insurance	As per applicable law																	
18.2(d)	"Policies to have a maximum deductible of (5%); Policies should payout for multiple incidents up to the maximum of total insured amount. (MMRDA) will be the joint beneficiary on the policies."																	



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FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data
18.5	<p>"Other insurances required from the Contractor:</p> <p>Insurance Against Accident to Workmen</p> <p>The Contractor shall also take out a Personal Accident Insurance Policy in favor of each workman employed by him on any job pertaining to the Contract. The Contractor shall ensure that similar Personal Accident Insurance Policy is taken out in respect of each workman employed by his Subcontractors, if any. All such policies in favor of the workmen of the Contractor as well as its assistant shall be registered by the Contractor in the office of the Employer, before the commencement of the Works. If the Contractor fails to take out the Personal Accident Insurance Policy as set out in this Sub-Clause and any accident occurs, an equivalent amount equal to the compensation payable under the Personal Accident Insurance Policy, according to the nature of accident, will be deducted from the bills payable to the Contractor for the work done or from any other dues payable to the Contractor, and kept in a deposit account to be paid ultimately to the injured person or to the heirs in case of death.</p> <p>Insurance under a Personal Accident Insurance Policy will be additional to any other Insurance required under the Particular Conditions of Contract."</p>	
18.5	<p>"Other insurances required from the Contractor:</p> <p>Insurance of Employer's site staff</p> <p>The Contractor shall also, without limiting his or the Employer's obligations, insure in the joint names of the contractor and employer, __ (10) of the Employer's staff engaged on the Works at the site against liabilities for death or injury. The amount of the insurance cover for each of the Employer's site staff so engaged shall be Rs. __ (10,00,000/-) The insurance shall continue until the end of the Design-Build Period."</p>	
18.5	Amount of fire extended cover insurance required:	Accepted contract amount
18.5	<p>"Other insurances required from the Contractor:</p> <p>Insurance Against Accident to Workmen</p> <p>The Contractor shall also take out a Personal Accident Insurance Policy in favor of each workman employed by him on any job pertaining to the Contract. The Contractor shall ensure that similar Personal Accident Insurance Policy is taken out in respect of each workman employed by his Subcontractors, if any. All such policies in favor of the workmen of the Contractor as well as its</p>	



FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data
	<p>Subcontractors shall be registered by the Contractor in the office of the Employer, before the commencement of the Works. If the Contractor fails to take out the Personal Accident Insurance Policy as set out in this Sub-Clause and any accident occurs, an equivalent amount equal to the compensation payable under the Personal Accident Insurance Policy, according to the nature of accident, will be deducted from the bills payable to the Contractor for the work done or from any other dues payable to the Contractor, and kept in a deposit account to be paid ultimately to the injured person or to the heirs in case of death.</p> <p>Insurance under a Personal Accident Insurance Policy will be additional to any other Insurance required under the Conditions of Contract."</p> <p>The contractor shall be liable to pay his contribution and the Employees contribution to the State Insurance Scheme in respect of all labor employed by him for the execution of the contract, in accordance with the provision of "The employees State Insurance Act, 1948", as amended from time to time. In case the contractors fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.</p>	
20.2		<p>A DAB of three Members to be appointed within 28 days after signing of contract.</p> <p>In circumstances where the DAB has given its decision but one or both Parties is/are dissatisfied with the decision, the provisions of this Sub-Clause are intended to encourage the Parties to settle a Dispute amicably, without the need for arbitration.</p> <p>Rather than considering the 28 day period stated in this Sub-Clause as a 'cooling-off period', FIDIC recommends that the Parties avail themselves of this opportunity to actively engage with each other with a view to settling their Dispute.</p> <p>Such active engagement may be by <u>mediation</u></p> <p>If the Parties wish to adopt a mediation procedure in their attempt to settle the Dispute amicably, then consideration may be given to the,</p> <p>The Mediation Act 2023 ("Mediation Act") published by the Government of India & Office memorandum of Finance ministry No. F.1/2/2024-PPD dated 03.06.2024</p> <p>1. Mediation Rules -Example given in "FIDIC YELLOW" Conditions of Contract for Plant & Design Build; first edition-1999.</p>



FIDIC Yellow Book (General Conditions) Provision	Description of Item	Data
	2. Mediation Rules, 2017 published by the International Chamber of Commerce (the "ICC", which is based at 33-43 Avenue du Président Wilson, 75116 Paris, France) https://iccwbo.org/dispute-resolution-services/mediation/mediation-rules	
20.4	Appointing entity (official) for DAB members, if not agreed	President of Institute of Engineer's of India
20.8	Language of arbitration:	English
11.12-NEW	Defects Liability Period/ Defect Notification Period	24 Months from issue of Taking over Certificate



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PARTICULAR CONDITION'S PART B - SPECIAL PROVISIONS

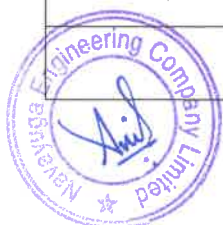
FIDIC Sub clause No.	Amendment
	The following clauses shall be substituted or added as prescribed below.
1.1.1.1	Delete this Sub-Clause and replace with:
	<p>“Contract” means:</p> <ul style="list-style-type: none"> (a) the Contract Agreement (b) the Letter of Acceptance (c) the Letter of Tender (d) the Particular Conditions. (e) FIDIC Yellow Book General Conditions (f) Employer's Requirements, (g) the Schedules, and (h) the Contractor's Proposal and any other document forming part of the contract. <p>Note: Reply of the Pre-bid queries will not be part of the Contract document.</p>
1.1.1.8	Delete the definition of “Tender” and replace with:
	“Tender Submission” means the Contractor’s response to the Employer’s tender process which preceded this Contract.
1.1.1.8.1 New	Add New Sub-Clause:
	“Tender Submission Extracts” means those portions of the Contractor’s Tender Submission in the tender process which preceded this Contract (including, for clarity, forms submitted as part of the Contractor’s Tender Submission) which the Employer, in its sole discretion, wishes to include as a schedule to this Contract
1.1.2.2	Delete this sub clause and replace with:
	“Employer” means the (Metropolitan Commissioner MMRDA). & officer so designated in the Employer or any other officer who is for the time being entrusted with his functions, duties and powers by the Managing Director and notified to the Contractor
1.1.3.9	Add the following at the end of the Sub-clause:
	“or 366 days in a leap year and month” means calendar month.”
1.1.6.6	Delete the definition of “Performance Security” and replace with
	Performance Security” means the security under Sub Clause 4.2 [Performance Security] which is also referred to as “Performance Bank Guarantee” within the Contract.



FIDIC Sub clause No.	Amendment
1.1.6.10 NEW	Add New Sub-Clause:
	Work Order
	“Work Order” means work order generated through system by (MMRDA).
1.3	Add the following at the end of the Sub-Clause:
1.3.1 new	Notices to Local Bodies
	The Contractor shall comply with and give all notices required under any Government authority, instrument, rule or made under any Act of Parliament, State Laws or any regulation or Bye-Laws of any local authority or public utility concern relating to the Works. He shall before making any variation from the Contract Drawings necessitated by such compliance give to the Engineer a notice giving reasons for the proposed variations and obtain the Engineer’s instructions thereon. The Contractor shall pay and indemnify the Employer against any liability in respect of any fees or charges payable under any Act of Parliament, State Laws or any Government Instrument, Rule or Order and any Regulations or Bye-Laws of any local authority or public utility concern in respect of the Works.
1.5	Priority of Documents
	<p>The following documents along with all addenda issued thereto and attached hereto shall be deemed to form and be read and construed as integral part of this Contract and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:</p> <ul style="list-style-type: none"> (i) the Contract Agreement (j) the Letter of Acceptance (k) the Letter of Tender (l) the Particular Conditions. (m) FIDIC Yellow Book General Conditions (n) Employer's Requirements, (o) the Schedules, and (p) the Contractor's Proposal and any other document forming part of the contract. <p>Reply to Pre-Bid Queries unless amended shall not be the part of contract</p>
1.13	Compliance with Laws
	Delete the wording of the Sub-Clause and replace with the following:
	a) Except for any approvals already obtained by the Employer, the Contractor shall obtain all permits, licenses and approvals in respect



FIDIC Sub clause No.	Amendment
	<p>of all matters arising in the performance of the Contract. The Contractor shall submit such applications in the name of employer.</p> <p>b) The Contractor shall comply with, give all notices under, and pay all fees required by, the provisions of any national or state statute, ordinance or other applicable law, or any regulation of any legally constituted public authority having jurisdiction over the Works.</p> <p>The Contractor shall obtain all the permits, licenses and approvals required for any part of the Works in reasonable time taking into account of the times for delivery of Materials and for completion of the Works.</p> <p>c) The clearances (Environmental and Forest) shall be the responsibility of the contractor and MMRDA will only assist the contractor wherever required.</p>
1.14	Joint and Several Liability
	Delete the wording of the Sub-Clause and replace with the following:
	<p>“If the Contractor constitutes (under applicable Laws), or submitted its Tender Submission in the tender process which preceded this Contract as, a joint venture, consortium or other incorporated or unincorporated grouping of two or more persons:</p> <p>a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;</p> <p>b) these persons shall in writing notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; Such writing shall be registered; and</p> <p>c) the Contractor shall not alter his composition or legal status without the prior consent of the Employer.”</p>
2.2	Permits, Licenses or Approvals
	Add the following paragraph at the end of this Sub-Clause:
	<p>The application shall be submitted in the name of Employer.</p> <p>“However, the Employer shall not be liable to the Contractor for any loss resulting from permits, licenses or approvals being delayed or refused.”</p>
4.2	Performance Security
	Add the following at the end of the Sub-Clause:




[Signature]
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FIDIC Sub clause No.	Amendment
	<ul style="list-style-type: none"> After issuance of Project completion Certificate by the Engineer, the employer shall allow conversion of the money recovered from running bills towards retention money into an unequivocal bank guarantee valid till end of Defect Liability period (5 years), as per respective prescribed formats only. If provision of the Performance Security requires the payment of any levy, tax, stamp duty or royalty then such payment shall be at the expense of the Contractor. If the bank issuing the performance security gets into any closure or bankruptcy or any action by the Reserve Bank of India, then the Contractor will replace the security with another bank that is in the approved list of the RBI within 30 days.
4.4	Subcontractors
	Add the following at the end of the Sub-Clause:
	The contractor shall not sub-contract the works beyond 70% of DB cost of the project
4.7	Setting Out
	Delete the wording of the Sub-Clause and replace with the following:
	<p>“The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works at his own cost. The Contractor shall also be responsible for the verification of all reference levels and datum provided in the Contract Documents during the design of the works at his own cost”</p>
4.10	Site Data
	<p>"Delete:</p> <p>‘The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer’s possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which comes into the Employer’s possession after the Base Date. The Contractor shall be responsible for interpreting all such data.’</p> <p>and replace with:</p>



[Signature]
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Design And Construction Of Balkum To Gaimukh Nh-3 Connector Ghodbunder By-Pass Dp Road (Thane Coastal Road)

FIDIC Sub clause No.	Amendment
	<p>“The Employer has made available to the Contractor for his information, prior to the Base Date, the Site data as included in the Volume 5. The Employer shall similarly make available to the Contractor all such data which comes into the Employer’s possession after the Base Date.</p> <p>The Employer shall provide all available data with regard to the site to the bidders and it shall be solely be the responsibility of contracting firms of interpretation of such data being made available.</p> <p>No claim whatsoever shall be entertained by Employer for any consequential loss/es as a result of incorrect interpretation or insufficiency of data during contract period and also during authorized extension period.</p> <p>The above however excludes the mandatory test/s to be conducted mentioned elsewhere in tender.</p> <p>The available geotechnical data is enclosed in Background Information of volume 5.</p> <p>In addition, it is incumbent on the successful bidder to deploy a specialized geotechnical agency, and commence the geotechnical investigations along the project alignment and any other locations as approved by Employer/Employer's representative/ Employer's Consultants, in the interest of work. This activity shall necessarily be conducted within the time frame specified in the Appendix to Bid. Non-performance of this activity within the time frame specified in Appendix to Bid, will attract penalty as stipulated therein.</p> <p>MMRDA accepts no responsibility whatsoever for inferences drawn from inspection of the Bore hole logs. The contractor is deemed to have satisfied himself on his own responsibility as to the extent to which this information represents the conditions to be encountered. ”</p>
4.10.1 New	Add new Sub-clause
	Site and Additional Data
	<p>“The Contractor acknowledges and agrees that, prior to the Base Date, the Employer,</p> <p>a) provided non-binding background information to the Contractor during the tender process that preceded this Contract, including the information set out in a separate volume of background site and additional technical information; and</p> <p>b) made relevant and readily available data which was in the Employer’s possession on sub-surface, hydrological and climatic conditions at the Site, including environmental aspects, available to the Contractor, for the Contractor’s information.</p> <p>The Contractor shall be responsible and bear all liability for the interpretation and use of all such data referred to in this Sub-Clause 4.10 provided by the Employer prior to and after the Base Date (collectively, the “Data”).</p> <p>All Data provided by the Employer, including any background information provided by the Employer during the tender process that preceded this Contract is indicative and for the information of the Contractor only, and any reliance by the Contractor on the Data shall be at the Contractor’s own risk. The Contractor shall be deemed to have inspected and examined the Site for the purpose of preparing the Tender Submission and the Schedule of Payments, and is deemed to have made all sufficient enquiries to satisfy himself with respect to the accuracy, completeness</p>

FIDIC Sub clause No.	Amendment
	<p>and fitness for purpose of the Data, the existing structures and facilities, the Site conditions and ground conditions and other surroundings and utilities, including, but not limited to, the following matters:</p> <ol style="list-style-type: none"> the form and nature of the Site, including the above ground and sub-surface conditions, the existing structures and facilities, utilities and other installations; the hydrological and climatic conditions; the extent and nature of the work and Materials necessary for the execution and completion of the Works, and the remedying of any defects; the means of access to the Site and the accommodation he may require; the adequacy, suitability and reliability of the data provided for use in preparation of his Tender Submission and execution of the Works, Works necessary in obtaining and due compliance with all necessary consents, permissions, licenses, easements and statutory requirements in order to execute the Works; any interference or disruption to the Works caused by third parties; and Any nuisance, interference, and compliance with directions from statutory and public bodies. <p>The Employer provides no warranty or undertaking of whatever nature in respect of the Data. The Contractor acknowledges and confirms that:</p> <ol style="list-style-type: none"> it was cautioned during the tender process that preceded this Contract that the interpretation and use of the Data is at the Contractor's own risk; it has conducted its own analysis and review of the Data and has, before the execution and delivery of this Contract, satisfied itself as to the accuracy, completeness, and fitness for purpose of any such Data upon which it places reliance; and <ol style="list-style-type: none"> of any misunderstanding or misapprehension in respect of the Data; or that the Data was incorrect or insufficient, <p>Nor shall the Contractor be relieved from any of its obligations under this Contract on any such ground."</p>
4.18	Protection of the Environment
	Add the following at the end of this Sub-Clause:
	<p>"The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or damages or claims arising out of the Contractor's operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard."</p>
4.18.1 New	Safety, Security and Protection of the Environment
	Add the following new clause of this Sub-Clause as:



FIDIC Sub clause No.	Amendment
	<p>"The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:</p> <p>a) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.</p> <p>The Contractor shall, at his own expense, arrange for the safety provisions as required by the Engineer, in respect of all labour, directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case, the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer may do so and recover the costs thereof from the Contractor.</p> <p>b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and</p> <p>c) Take all reasonable steps to protect the environment on and off the Site, in accordance with Environment (Protection) Act, 1986, and amendments thereof, and to avoid damage or nuisance to persons or to property of the public or others, resulting from pollution, noise or other causes arising as a consequence of his methods of operation.</p> <p>d) Trees designated by the Engineer shall be suitably protected from damage during the course of the Work as directed by the Engineer, cost of which shall be borne by the Contractor. "</p>
4.21	<p>Add at the end of Sub-Clause 4.21:</p> <p>i) progress in obtaining all necessary approvals or permits</p> <p>j) Details of the projected and actual payment profiles and estimated amounts to be included in the Contractor's Statements in monthly periods to the issue of the Taking-Over Certificate."</p> <p>k) An update of the latest programme submitted under Sub-Clause 8.3.</p> <p>Insert a new paragraph at the end on the Sub-Clause as follows:</p> <p>"The Engineer shall review and may comment on the monthly report, and may table at a Management Meeting any issues that in the Engineer's reasonable opinion the Contractor must revise, clarify or correct. For the avoidance of doubt, no review, comment (or absence of review or comment) shall relieve the Contractor from any responsibility he has under the Contract</p>
4.25 NEW	Changes in the Contractor's Financial Situation
	Add the following at the end of this Sub-Clause:
	<p>Add the following at the end of this Sub-Clause:</p> <p>If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other grouping of two or more persons, then for the purposes of this Sub-Clause 4.25, the term "Contractor" shall apply to each participant in the joint venture, consortium or other grouping of two or more persons, the term "Contractor" shall apply to each entity with an ownership interest in the Contractor,</p>



FIDIC Sub clause No.	Amendment
	including any entity that undertook to provide a Parent Company Guarantee in the prequalification or tender processes that preceded this Contract
4.26 New	Parent Company Guarantee
	Add New Sub-Clause: 4.26 Parent Company Guarantee If the Contractor has been required to provide a Parent Company Guarantee or Parent Company Guarantees in the prequalification or tender processes that preceded this Contract, the Contractor shall at his cost, maintain that Parent Company Guarantee or Parent Company Guarantees for the duration of the Contract.
4.28 New	Member Shareholding - Joint Venture not allowed
6.1.1 New	Add new Sub-Clause
	Engagement of Staff and Labour
6.4	Labour Laws
6.4.1 New	Add new Sub-Clause During continuance of the Contract, the Contractor and his Subcontractors shall abide at all times by all existing labour enactments and rules made thereunder, 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 the 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 any, on the part of the Contractor, the Employer's Representative or the 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.
6.4.2 New	Add new Sub-Clause "SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK (NOT LIMITED TO THIS & AS AMENDED FROM TIME TO TIME). i. <u>Workmen Compensation Act 1923</u> The Act provides for compensation in case of injury by accident arising out and during the course of employment. ii. <u>Payment of Gratuity Act 1972</u>



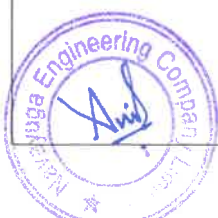
FIDIC Sub clause No.	Amendment
	<p>Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years of service or more or on death at the rate of 15 days wages for each completed year of services. The Act is applicable to all establishments employing 10 or more employees.</p> <p>iii. <u>Employees PF and Miscellaneous Provision Act 1952</u></p> <p>The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:</p> <ol style="list-style-type: none"> Pensions or family pension on retirement or death as the case may be. Deposit linked insurance on the death in harness of the worker. Payment of PF accumulation on retirement/death etc. <p>The contractor should have the registration certificate of EPF and MP act 1952 and ESIC Act 1948. This is as per circular dated 3.2.2012 of Chief Labour Officer.</p> <p>iv. <u>Maternity Benefit Act 1951</u></p> <p>The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p>v. <u>Contract Labour (Regulation and Abolition) Act 1970</u></p> <p>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 Principal Employer if they employ 20 or more contract labour.</p> <p>vi. <u>Minimum Wages Act 1948</u></p> <p>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, and Runways are scheduled employments.</p> <p>vii. <u>Payment of Wages Act 1936</u></p> <p>This Act lays down by what date the wages are to be paid, when they will be paid and what deductions can be made from the wages of the workers.</p> <p>viii. <u>Equal Remuneration Act 1979</u></p> <p>The Act provides for payment of equal wages for work of equal nature to male and female workers and for not discrimination against female employees in the matters of transfers, training and promotions etc.</p> <p>ix. <u>Payment of Bonus Act 1965</u></p> <p>The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments 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</p>



FIDIC Sub clause No.	Amendment
	<p>Rs. 2,500/- P.M. or above up to Rs. 3,500/- P.M. 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.</p> <p>x. <u>Industrial Disputes Act 1947</u></p> <p>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.</p> <p>xi. <u>Industrial Employment (Standing Orders) Act 1946</u></p> <p>This Act 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 the laying down rules governing the conditions of employment by the certified by the designated Authority.</p> <p>xii. <u>Trade Unions Act 1926</u></p> <p>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.</p> <p>xiii. <u>Child Labour (Prohibition and Regulation) Act 1986</u></p> <p>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.</p> <p>xiv. <u>Inter-State Migrant Work men's (Regulation of Employment and Conditions of Service) Act 1979</u></p> <p>The Act is applicable to an establishment which employees 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 up to the establishment and bank etc.</p> <p>xv. <u>The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996.</u></p> <p>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 1% 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 Canteen, First- aid facilities, Ambulance, Housing accommodations 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.</p> <p>xvi. <u>The Factories Act 1948</u></p>



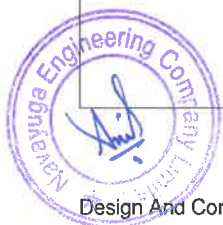
FIDIC Sub clause No.	Amendment
	<p>The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accident or dangerous occurrences to designated authorities. It 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.</p> <p>xvii. <u>Contract Labour (Regulation and Abolition) Act 1970</u></p> <p>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 Principal Employer if they employ 20 or more contract labour.</p> <p>xviii. <u>Minimum Wages Act 1948</u></p> <p>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, and Runways are scheduled employments.</p> <p>xix. <u>Payment of Wages Act 1936</u></p> <p>This Act lays down by what date the wages are to be paid, when they will be paid and what deductions can be made from the wages of the workers.</p> <p>xx. <u>Equal Remuneration Act 1979</u></p> <p>The Act provides for payment of equal wages for work of equal nature to male and female workers and for not discrimination against female employees in the matters of transfers, training and promotions etc.</p> <p>xxi. <u>Payment of Bonus Act 1965</u></p> <p>The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments 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/- P.M. or above up to Rs. 3,500/- P.M. 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.</p> <p>xxii. <u>Industrial Disputes Act 1947</u></p> <p>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.</p> <p>xxiii. <u>Industrial Employment (Standing Orders) Act 1946</u></p> <p>This Act 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 the laying down rules governing the conditions of employment by the certified by the designated Authority.</p>



FIDIC Sub clause No.	Amendment
	<p>xxiv. <u>Trade Unions Act 1926</u></p> <p>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.</p> <p>xxv. <u>Child Labour (Prohibition and Regulation) Act 1986</u></p> <p>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.</p> <p>xxvi. <u>Inter-State Migrant Work men's (Regulation of Employment and Conditions of Service) Act 1979</u></p> <p>The Act is applicable to an establishment which employees 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 up to the establishment and bank etc.</p> <p>xxvii. <u>The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996.</u></p> <p>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 1% 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 Canteen, First- aid facilities, Ambulance, Housing accommodations 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.</p> <p>xxviii. <u>The Factories Act 1948</u></p> <p>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 accident 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.</p> <p>xxix. <u>Regulation Employment Welfare</u></p> <p>The Contractor, which expression shall include sub-contractor or any such person or group of persons representing the contractor who are and, required to handle iron and steel materials shall register themselves as employer with the Mumbai Iron and Steel Labour Board and shall completely fulfill all the obligatory provisions of the Maharashtra Mathadi, Hamal and other Manual Workers (Regulation of Employment Welfare Act, 1969) and the Mumbai Iron and Steel Unprotected Workers (Regulation of Employment and</p>



FIDIC Sub clause No.	Amendment
	Welfare Scheme, 1970). The consequences of failure of compliance of any of these provisions will entirely be the liability and responsibility of the Contractor."
7.9-New	Origin of Goods
	Add New Sub-Clause:
	<p>a) The Goods and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in this Sub - Clause 7.9. Suppliers from a country or Goods manufactured in a country may be excluded if:</p> <p>as a matter of Law or official regulation, the Employer's Country prohibits commercial relations with that country, provided that such exclusion does not preclude effective competition for the supply of the goods or works required; or</p> <p>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 Employer's Country prohibits any import of Goods from that country or any payments to persons or entities in that country. All procurement of Goods and services under the Contract shall not contravene such restrictions. At the Employer's request, the Contractor shall provide evidence of the origin of Goods and services.</p> <p>The Contractor is encouraged to use to the extent practicable and reasonable equipment, plant, materials and supplies from source within the country of the Employer.</p>
8.7.	Delay Damages
	Add the following at the end of sub-clause IF there are any of the milestones / items that are completed for which delay damage has been collected in the previous payment certificates it shall be released to the Contractor on achievement of timely completion of the complete works.
13.8	Adjustment for changes in cost
	As per Vol 3 Schedule of Payments
14.1	The Contract Price
	Add at the end of sub-clause- All the Taxes and duties other than GST shall be included in price schedule. GST shall be payable at actuals by the employer to contractor.



FIDIC Sub clause No.	Amendment
14.2	Delete the wording of existing clause and replaced by:
	Advance Payment
	Delete the Clause 14.2 of General Conditions (FIDIC) and replace by following
	<p>Mobilization Advance Payment of 10% of contract amount will be paid against application and submission of Bank Guarantee in following Two Instalments:</p> <p>a) 5% of Design Build Contract amount</p> <ol style="list-style-type: none"> On submission of Performance Guarantee and; On submission of 5.45% Bank Guarantee of contract amount and; After receiving the Letter of Acceptance and Submission of Performance Security in accordance with sub clause 4.2 and On signing of Contract Agreement. <p>b) Remaining 5% of Design Build Contract amount</p> <ol style="list-style-type: none"> On submission of 5.45% Bank Guarantee of contract amount and; After receipt of Environmental/ Forest Railway / all statutory Clearances etc. and; Utilization of First Instalment after mobilization at the site including office establishment, precast casting yard have been completed and operational and After deployment of manpower and machinery & equipment's for construction. <p>The Mobilisation advance bank guarantee shall be released to extent of the advance recovered with interest thereon</p> <p>If provision of the Mobilisation Advance payment Guarantee requires the payment of any tax or stamp duty then such payment shall be at expenses of the contractor. The contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid.</p> <p>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:</p> <p>(a) deductions shall commence in the Payment Certificate in which the total of all certified interim payments (excluding the advance payment and deductions of retention) exceeds thirty per cent (30%) of the Accepted Contract Amount less Provisional Sums; and</p> <p>(b) deductions of Mobilisation Advance along with interest on Mobilisation advance, shall be made at the amortisation rate of one sixth (16.67 %) of the amount of each Payment Certificate . (excluding the advance payment and deductions for retention money) in the currencies and proportions of 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 90per cent (90%) of the accepted Contract Amount less provisional sums has been certified for payment.</p> <p>If the Mobilisation 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 and Termination by Contractor] or Clause 19 [Force Majeure] (as the</p>



FIDIC Sub clause No.	Amendment
	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. Risk (as the case may be), the whole of the balance then outstanding shall immediately become due to payable by Contractor to the Employer.
14.3	Application for Interim Payment Certificates
	Add after last para
	“The Contractor shall submit a Statement in three hard copies and one in soft copy to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports]. All soft copies shall be signed by the authorized signatory of the Contractor. The forms for payment shall be in a format suitable for incorporation in the procurement module implemented by MMRDA.”
14.5	Payment for Plant and Materials intended for the Works
	Delete the second paragraph which begins “If the lists referred to....” Delete sub-paragraph (b) of this Sub-Clause.
14.6	Issue of Interim Certificates
	Delete the first para and replace it by below No amount will be certified or paid until the Employer has received and approved the Performance Security and the Contractor has submitted to the Employer evidence that the insurances required in the Contract have been effected. Thereafter, the Engineer shall, within 28 days after receiving a Statement and supporting documents, issue to the Employer an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with supporting particulars
14.7 (b)	Delete the 14.7(b) and replace it by below. The Employer shall pay specified in the contract. Add the following para ; The Employer shall release 80% of the Interim Payment Certificate amount on submission of the Interim payment certificate (IPC) within 14 calendar days for INR component and within 21 calendar days for Foreign Currency component. The balance 20% of the Interim Payment Certificate amount shall be released after due checking and certification of the Bill within 56 days after the Engineer receives the Statement and supporting documents.



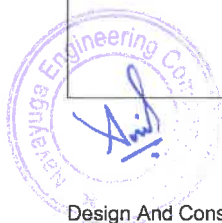
Design And Construction Of Balkum To Gaimukh Nh-3 Connector Ghodbunder By-Pass Dp Road (Thane Coastal Road)


EXECUTIVE ENGINEER
ENGINEERING DIVISION
MMR.D.A.

FIDIC Sub clause No.	Amendment
	<p>If during the detailed checking of the Interim Payment Certificates, if it noted that the Contractor has claimed the Interim Payment Certificate higher than the actual, then this facility of making 80% ad-hoc payment shall be withdrawn immediately after two such defaults.</p>
14.7.1 New	Overpayment and underpayment
	<p>"Whenever any claim for the payment of a sum to the Employer arises out of or under this contract against the Contractor the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any contract with the Employer or from any other sum due to the Contractor from the Employer (which may be available with the Employer) or from his security deposit/retention money, or he shall pay the claim on demand.</p> <p>The Employer reserves the right to carry out post payment audit and technical examination of the final bill including all supporting voucher, abstracts etc. The Employer further reserves the right to enforce recovery of any over payment when detected.</p> <p>If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above or if underpayment is discovered the amount shall be duly paid to the Contractor by the Employer.</p> <p>Provided that the aforesaid right of the Employer to adjust overpayment against amount due to the Contractor under any other contract with Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a ""Minus"" bill, from the date of the amount payable by the Contractor under the ""Minus"" bill is communicated to the Contractor.</p> <p>Any amount due to the Contractor under this contract for underpayment may be adjusted against amount then due or which may at any time thereafter become due before payment is to the Contractor, from him to Corporation on any other contract or account whatsoever. "</p>
14.8	Delayed Payment
	Delete the words "compounded monthly" in this clause.
14.9	Payment of Retention Money
	Add the following at the end of sub-clause 14.9



FIDIC Sub clause No.	Amendment
	Retention money Bank guarantee 5% shall be released 60 days beyond the date of completion of Defects Liability Period
14.14	Cessation of Employer's
	Add the following at the end of the first paragraph:
	In addition, the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract which occurred prior to the date stated in the Taking Over Certificate unless the Contractor shall have included a claim in respect thereof in his Statement following Commissioning referred to in Sub-Clause 14.10.
15. 6 NEW	Step in Rights
	Add New Sub-Clause: i. All additional costs and expenses properly incurred by the Employer in taking over all or part of the works in the event of Termination by Employer [Sub-clause 15] and Termination by Contractor [Sub-clause 16] shall be recoverable from the Contractor by the Employer except where such action does not arise from any breach of the Contractor's obligations under this Contract when the Contractor will be entitled to fair and reasonable compensation for any costs incurred as a result of such action. ii. After completion of the obligations by the Employer at Sr(i) above Employer shall Step-in with the new entities to complete the works.
16.2	Termination by Contractor
	Delete bullet points (b) (c) and (e) in this sub-clause.
16.4	Payment on Termination
	Delete sub-paragraph (c) of this Sub-Clause.
17.3	Employer's Risk
	Delete sub-clause 17.3 (g).
	Add Sub-Clause:
18	Insurance
18.1	General Requirements for Insurances
	Add the following at the end of sub-clause 18.1 All insurances for the Works shall be taken from the Directorate of Insurance Maharashtra State/Insurance Regulatory Development Authority of India (IRDA) and in the event that insurance cover is not offered by the Directorate of Insurance, the same can be taken out from an

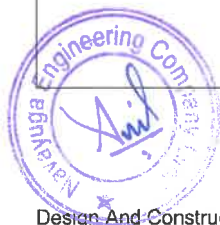


FIDIC Sub clause No.	Amendment
	<p>insurance company approved by the Maharashtra State Insurance Fund / Insurance Regulatory Development Authority of India (IRDA).</p> <p>Contractor shall take prior approval from Competent Authority on the detailed insurance proposal.</p>
11.12 NEW	Extension of Defects Liability Period
	<p>The Employer shall be entitled to an extension of the Defects Liability Period for the non-completion of Remedial works notified under Defects notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant cannot be used for the purposes for which they are intended by reason of a defect or damage.</p> <p>If any work notified during the Defects Notification is not completed by the end of Defects Liability period then the DLP will be extended till completion of such works and the Performance BG shall be suitably extended.</p>
20.1	Contractor's Claims
	<p>Add at the end of sub- clause</p> <p>If the Engineer's decision (given within 42 days) is not acceptable to the contractor then following procedure shall be adopted-</p> <p>i) The Claims/dispute shall be referred to concerned Addl. Metropolitan Commissioner as the Chairman and the committee consisting of concerned technical and accounts officials of MMRDA, or any other experts appointed by the Employer. This committee will respond with approval, or with disapproval and detailed comments within 28 days.</p> <p>ii) If there is a disagreement between the parties on the decision of the Addl. Metropolitan Commissioner then the final decision shall be with Hon. Metropolitan commissioner. The decision of Hon, Metropolitan commissioner will be received within 28 days and it is final and binding on both the parties.</p> <p>iii) At any point of time the claims/disputes maybe referred to the Dispute Adjudication Board by both the parties.</p>
20.2	Appointment of the Dispute Adjudication Board
	Delete Complete Clause 20.2 Appointment of the Dispute Adjudication Board
	<p>20.2 Amended as below</p> <p>Constitution of the DAB</p>



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FIDIC Sub clause No.	Amendment
	<p>Disputes shall be decided by a DAB in accordance with Sub-Clause 20.4 [Obtaining DAB's Decision]. The Parties shall jointly appoint the member(s) of the DAB within the time stated in the Contract Data</p> <p>The DAB shall comprise, as stated in the Contract Data, either one suitably qualified member (the "sole member") or three suitably qualified members (the "members"). If the number is not so stated, and the Parties do not agree otherwise, the DAB shall comprise three members.</p> <p>If the DAB is to comprise three members, each Party shall select one member for the agreement of the other Party. The Parties shall consult both these members and shall agree the third member, who shall be appointed to act as chairperson.</p> <p>The DAB shall be deemed to be constituted on the date that the Parties and the sole member or the three members (as the case may be) of the DAB have all signed a DAB Agreement.</p> <p>The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DAB consults, shall be mutually agreed by the Parties when agreeing the terms of the DAB Agreement. Each Party shall be responsible for paying one-half of this remuneration.</p> <p>If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAB. Unless the Parties agree otherwise, a replacement DAB member shall be appointed if a member declines to act or is unable to act as a result of death, illness, disability, resignation or termination of appointment. The replacement member shall be appointed in the same manner as the replaced member was required to have been selected or agreed, as described in this Sub-Clause.</p> <p>The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone.</p> <p>Unless otherwise agreed by both Parties, the term of the DAB (including the appointment of each member) shall expire either:</p> <p>(a) on the date the discharge shall have become, or deemed to have become, effective under Sub-Clause 14.12 [Discharge]; or</p> <p>(b) 28 days after the DAB has given its decision on all Disputes, referred to it under Sub-Clause 20.4 [Obtaining DAB's Decision] before such discharge has become effective,</p> <p>Whichever is later.</p> <p>However, if the Contract is terminated under any Sub-Clause of these Conditions or otherwise, the term of the DAB (including the appointment of each member) shall expire 28 days after:</p> <p>the DAB has given its decision on all Disputes, which were referred to it (under Sub-Clause 20.4 [Obtaining DAB's Decision]) within 224 days after the date of termination; or</p>



FIDIC Sub clause No.	Amendment
	<p>the date that the Parties reach a final agreement on all matters (including payment) in connection with the termination.</p> <p>Whichever is earlier.</p>



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