



**MAHARASHTRA MARITIME BOARD**  
(Department of Ports, Govt. of Maharashtra)  
Indian Mercantile Chambers, 3<sup>rd</sup> Floor, 14, Ramjibhai Kamani Marg,  
Ballard Estate, Mumbai - 400 001. **Tel** : 022-22611734, 022-22658375,  
**Fax** : 022-22614331. **Website** : [www.mahammb.com](http://www.mahammb.com)  
**Email** : ceommb@gmail.com



## INVITATION FOR BIDS NO. MMB/ICB/01

**Loan No. and Title:** L2679-IND, Sustainable Coastal Protection and Management Investment Program

**Name of work Package:**

Mirya Shoreline Protection and Management Project- construction of one multipurpose geotextile reef at the coast of Mirya bay, Ratnagiri, Maharashtra state, India.

**Deadline for Submission of Bids: 15 April 2011**

1. India has received for a Loan from the Asian Development Bank (ADB) for financing the Sustainable Coastal Protection and Management Investment Program - Project 1. Part of this facility will be used for payments under the contract of construction of one multipurpose geotextile reef at the coast of Mirya bay, Ratnagiri, Maharashtra state, India.
2. The Management Unit, Maharashtra Maritime Board (MMB), Maharashtra invites sealed bids from experienced and eligible bidders for the above work package.
3. To be qualified under the package, bidder should as a minimum meet the following requirements: (a) has average annual construction turnover of US\$ 3.0 million for last 3 years (b) has available cash flow of US\$0.45 million (c) has experience as contractor or management contractor within last ten years for at least one civil work contract amounting to \$ 2.2 million that have been successfully or are substantially completed (d) Experience under marine construction contracts in the role of contractor or management contractor (includes both construction and O & M) for at least the last five years (e) has specific experience of having completed not less than 2 offshore geotextile reef projects using sand filled geotextiles in not less than 3 metres depth of water at low water. Each project should have not less than a volume of 4000m<sup>3</sup> with a value of not less than US\$1.0 million. However for complete eligibility and qualification requirements, bid document (*Section 3: Evaluation and Qualification Criteria*) should be referred.
4. International Competitive Bidding (ICB) will be conducted in accordance with ADB's **Single stage - Two envelope** bidding procedure and is open to all bidders from eligible member countries of ADB.
5. Interested eligible bidders may, inspect the Bidding Documents and obtain further information from the office of the Maharashtra Maritime Board, Indian Mercantile Chambers, 3<sup>rd</sup> Floor, 14, Ramjibhai Kamani Marg, Ballard Estate, Mumbai-400 001, Maharashtra, India from 11.00 to 17.00 hours on all working days. The bid document can also be downloaded from <http://www.mahammb.com>.
6. The Bidding Document, in English language, may be purchased by interested Bidders on submission of a written application to the Maharashtra Maritime Board, Maharashtra, Indian Mercantile Chambers, 3<sup>rd</sup> Floor, 14, Ramjibhai Kamani Marg, Ballard Estate, Mumbai-400 001, Maharashtra, India on payment of a non refundable fee of Indian Rupees 5000/- (Rs. Five thousand only) or in US dollars 115 (one hundred fifteen) starting from 28 February 2011 to 15 April 2011. Those applicants, who desire to receive the document by courier shall have to pay Rs. 1000/- (Rupees One thousand only) extra for delivery within India, or Rs.2000/- (Rupees Two Thousand only) extra for delivery outside India. The method of payment will be through demand draft in favors of the Maharashtra Maritime Board payable at Mumbai. No liability will be accepted for loss in transit or late delivery.
7. Bidding documents are also available on project website <http://www.mahammb.com>. Eligible interested bidders can see and download the document and can participate in bidding procedure. Such bidders will submit cost of bidding document along with technical proposal through demand draft in favors of the Maharashtra Maritime Board, payable at Mumbai. No bids will be entertained without cost of bidding document.
8. Bids must be delivered at the address below at or before 1500 hrs on **15 April 2011**. Technical bid must be accompanied by the bid security of Indian Rupees two million six hundred thousand (INR 2.6 million) or US\$60000 (Sixty thousand). Late bids shall be rejected. Technical bids will be opened preferably immediately after the deadline in the presence of the Bidders' representatives who choose to attend.
9. MMB will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids.
10. Pre-bid meeting with the bidders shall be held at office of the Project Manager, Project Management Unit, MMB, at 1500 hrs on 21 March 2011. Work site visit will be conducted at 1100 hours on 22 March 2011. Bidders Interested in participating bids are advised to attend pre-bid meeting and visit site before submission of bid.

Chief Executive Officer,  
**MAHARASHTRA MARITIME BOARD**  
Indian Mercantile Chambers, 3<sup>rd</sup> Floor, 14, Ramjibhai Kamani Marg,  
Ballard Estate, Mumbai - 400 001. Maharashtra, India.  
**Tel** : 022-22611734, 022-22658375,  
**Fax** : 022-22614331. **Website** : [www.mahammb.com](http://www.mahammb.com)  
**Email** : ceommb@bom3.vsnl.net.in, ceommb@gmail.com

Further details including the BID document may also be obtained from the above address.

The advertisement & BID document is also available on website [www.mahammb.com](http://www.mahammb.com)

Sd/-  
Chief Executive Officer,  
Maharashtra Maritime Board, Mumbai.

**Government of Maharashtra  
Maharashtra Maritime Board**

**Sustainable Coastal Protection and Management project**

(ADB Loan No.2679-IND)

**DRAFT BIDDING DOCUMENT**

**For**

**The work of**

---

**Mirya Shoreline Protection and Management Project**

**Construction of 1 multipurpose geotextile reef on Item Rate Basis**

**(Following ADB's Single Stage - Two Envelope Bidding Procedure)**

**Invitation for Bids No.:** MMB/ICB/01

**Issued on:** --

**Package No.:** CW-ICB-M1

**Employer:** Maharashtra Maritime Board, Mumbai, Maharashtra

**Country:** India

# Preface

This Bidding Document for the Procurement of work of construction of 1 multipurpose geotextile reef has been prepared by the Project Management Unit, Maharashtra Maritime Board, Mumbai, Maharashtra and is based on the Standard Bidding Document for the Procurement of Works (SBD Works) issued by the Asian Development Bank dated March 2007

ADB's *SBD Works* has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works", prepared by multilateral development banks and other public international financial institutions, except where ADB-specific considerations have required a change.

# Table of Contents - Summary Description

## PART I BIDDING PROCEDURES

|  |            |
|--|------------|
| <b>Section 1 - Instructions to Bidders (ITB)</b> -----   | <b>1-1</b> |
| This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. |            |
| <b>Section 2 - Bid Data Sheet (BDS)</b> -----  | <b>2-1</b> |
| This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.  |            |
| <b>Section 3 - Evaluation and Qualification Criteria (EQC)</b> -----   | <b>3-1</b> |
| This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.   |            |
| <b>Section 4 - Bidding Forms (BDF)</b> -----   | <b>4-1</b> |
| This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.  |            |
| <b>Section 5 - Eligible Countries (ELC)</b> -----  | <b>5-1</b> |
| This section contains the list of eligible countries.  |            |

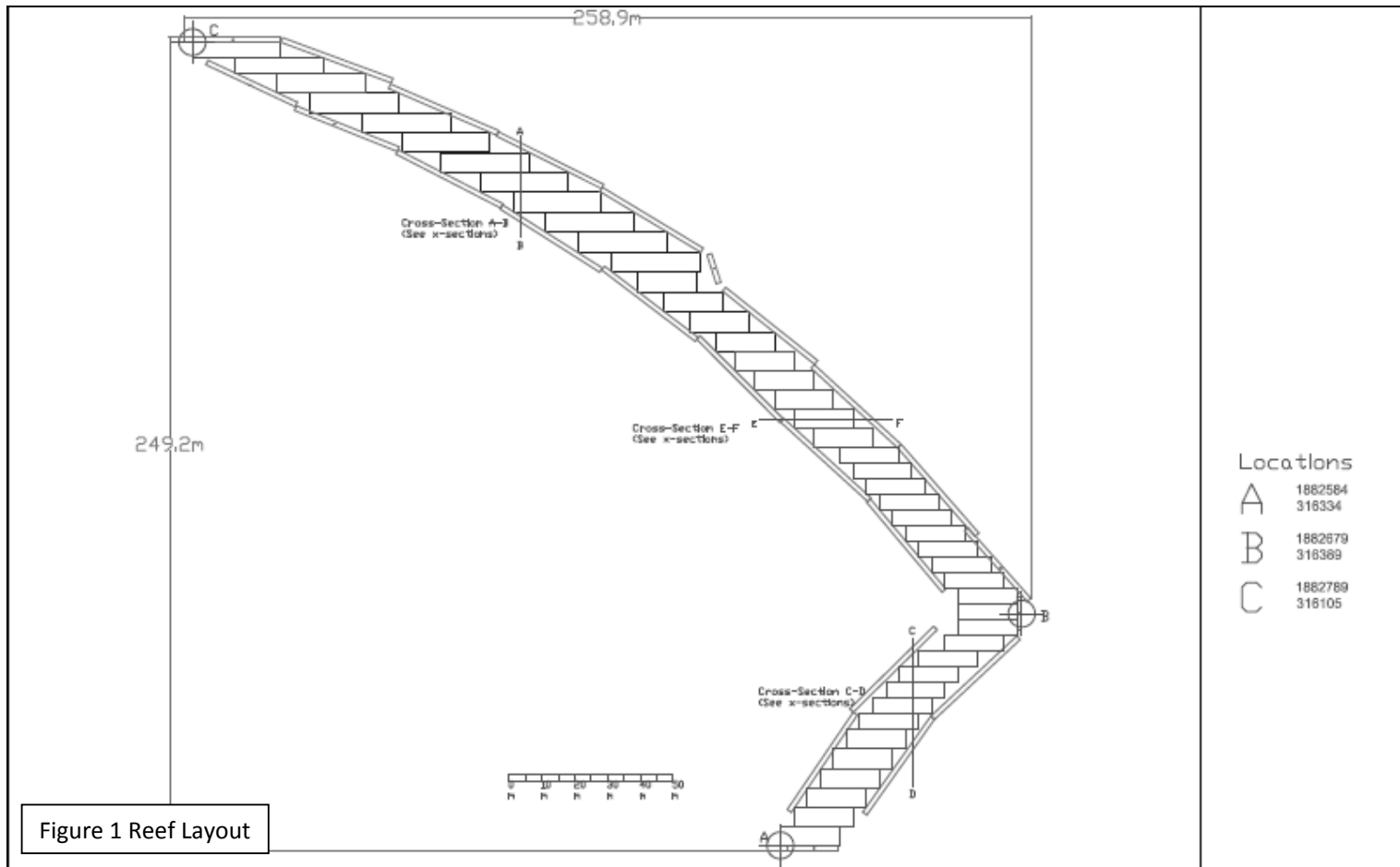
## PART II REQUIREMENTS

|  |            |
|--|------------|
| <b>Section 6 - Employer's Requirements (ERQ)</b> -----   | <b>6-1</b> |
| This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. |            |

## PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

|  |            |
|--|------------|
| <b>Section 7 - General Conditions of Contract (GCC)</b> -----  | <b>7-1</b> |
| This Section contains the general clauses to be applied in all contracts. These Conditions are subject to the variations and additions set out in Section 8 (Particular Conditions of Contract).   |            |
| <b>Section 8 - Particular Conditions of Contract (PCC)</b> -----   | <b>8-1</b> |
| This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.                                      |            |
| <b>Section 9 - Contract Forms (COF)</b> -----  | <b>9-1</b> |
| This Section contains forms, which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award. |            |

## **PART I - BIDDING PROCEDURES**



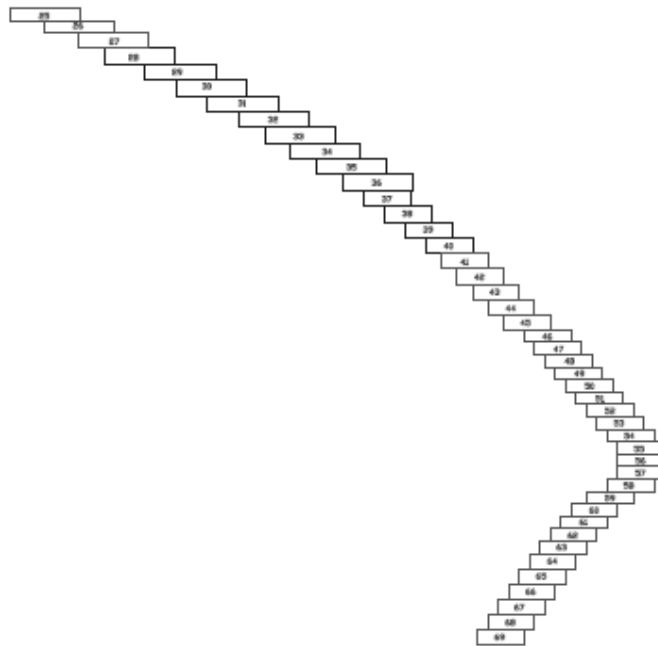
## Mirya Geotextile Reef, Ratnagiri, Maharashtra

Bag Layout - Mirya Reef

Fig. No. Reef Layout

Date 08/04/2010

Designed ADB TA No. India - 4960: Sustainable Coastal Protection and Management



| Bag No. | Height (m) | Width (m) | Length (m) | CSA (m <sup>2</sup> ) | Volume (m <sup>3</sup> ) |
|---------|------------|-----------|------------|-----------------------|--------------------------|
| 25      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 26      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 27      | 2.3        | 5.9       | 27.0       | 11.4                  | 307.8                    |
| 28      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 29      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 30      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 31      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 32      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 33      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 34      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 35      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 36      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 37      | 2.7        | 6.1       | 98.0       | 13.9                  | 280.2                    |
| 38      | 2.7        | 6.1       | 98.0       | 13.9                  | 280.2                    |
| 39      | 2.7        | 6.1       | 98.0       | 13.9                  | 280.2                    |
| 40      | 2.7        | 6.1       | 98.0       | 13.9                  | 280.2                    |
| 41      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 42      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 43      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 44      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 45      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 46      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 47      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 48      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 49      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 50      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 51      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 52      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 53      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 54      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 55      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 56      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 57      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 58      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 59      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 60      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 61      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 62      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 63      | 2          | 4.8       | 98.0       | 8.5                   | 183.0                    |
| 64      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 65      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 66      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 67      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 68      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |
| 69      | 2.3        | 5.9       | 98.0       | 11.4                  | 266.2                    |

Figure 2 Bag Sizes

Scale 1:40000 @ A3

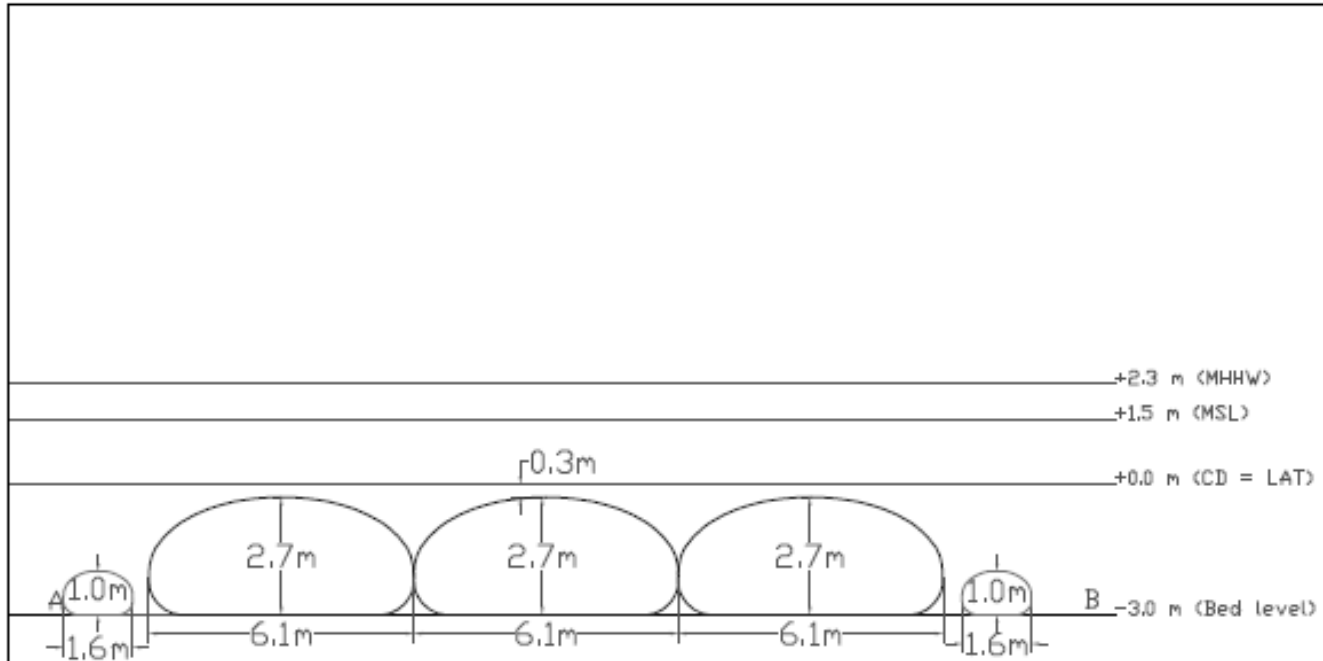
## Mirya Geotextile Reef, Ratnagiri, Maharashtra

Layer 1 of 1 - Mirya Reef

|          |                       |      |            |          |   |
|----------|-----------------------|------|------------|----------|---|
| Fig. No. | Reef Layout - Layer 1 | Date | 08/04/2010 | Designed | APB TA No. 16/16 - 1962 - Sustainable Coastal Protection and Management |
|----------|-----------------------|------|------------|----------|---|

**NOTE**

The scour legs (L) to be placed first and therefore sit underneath the larger legs placed on top. These structures show the larger legs on top w/ fill around these scour legs



Cross-Section A-B

Figure 3 Cross Section A-B

Scale 1:2500 @ A3

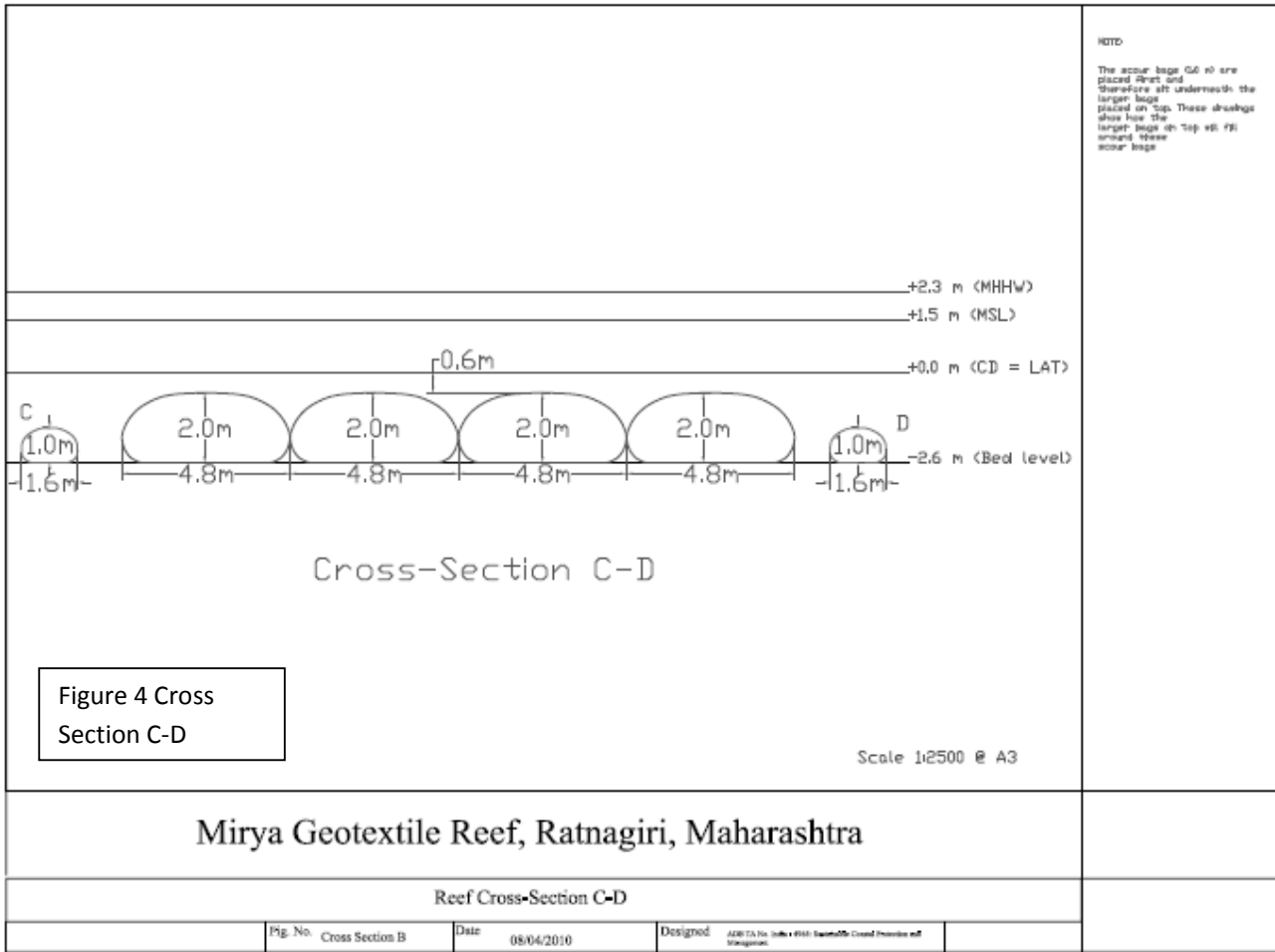
### Mirya Geotextile Reef, Ratnagiri, Maharashtra

#### Reef Cross-Section A-B

Fig. No. Cross Section A

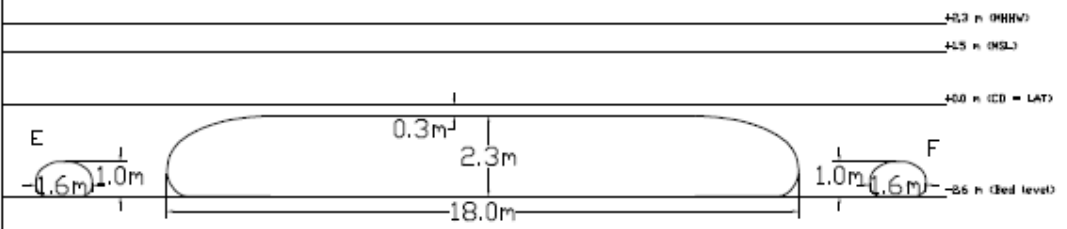
Date 08/04/2010

Designed AOR TA No. 1046 - 4601 Sashin De Coast Protection and Management



**NOTE**  
The scour bags G6 to are placed first and therefore all underneath the larger bags placed on top. These drawings show how the larger bags on top will fit around these scour bags

**NOTE**  
 The slope legs (L) are placed first and "chairs" are underneath the larger legs placed on top. These drawings show how the larger legs on top will be angled, where slope legs



Cross-Section E-F (perpendicular)

Figure 5 Cross Section  
FF

Scale 1:2500 @ A3

Mirya Geotextile Reef, Ratnagiri, Maharashtra

Reef Cross-Section E-F

|          |                 |      |            |          |  |
|----------|-----------------|------|------------|----------|--|
| Fig. No. | Cross Section C | Date | 08/04/2010 | Designed | ©2010 by the author. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the author. |
|----------|-----------------|------|------------|----------|--|

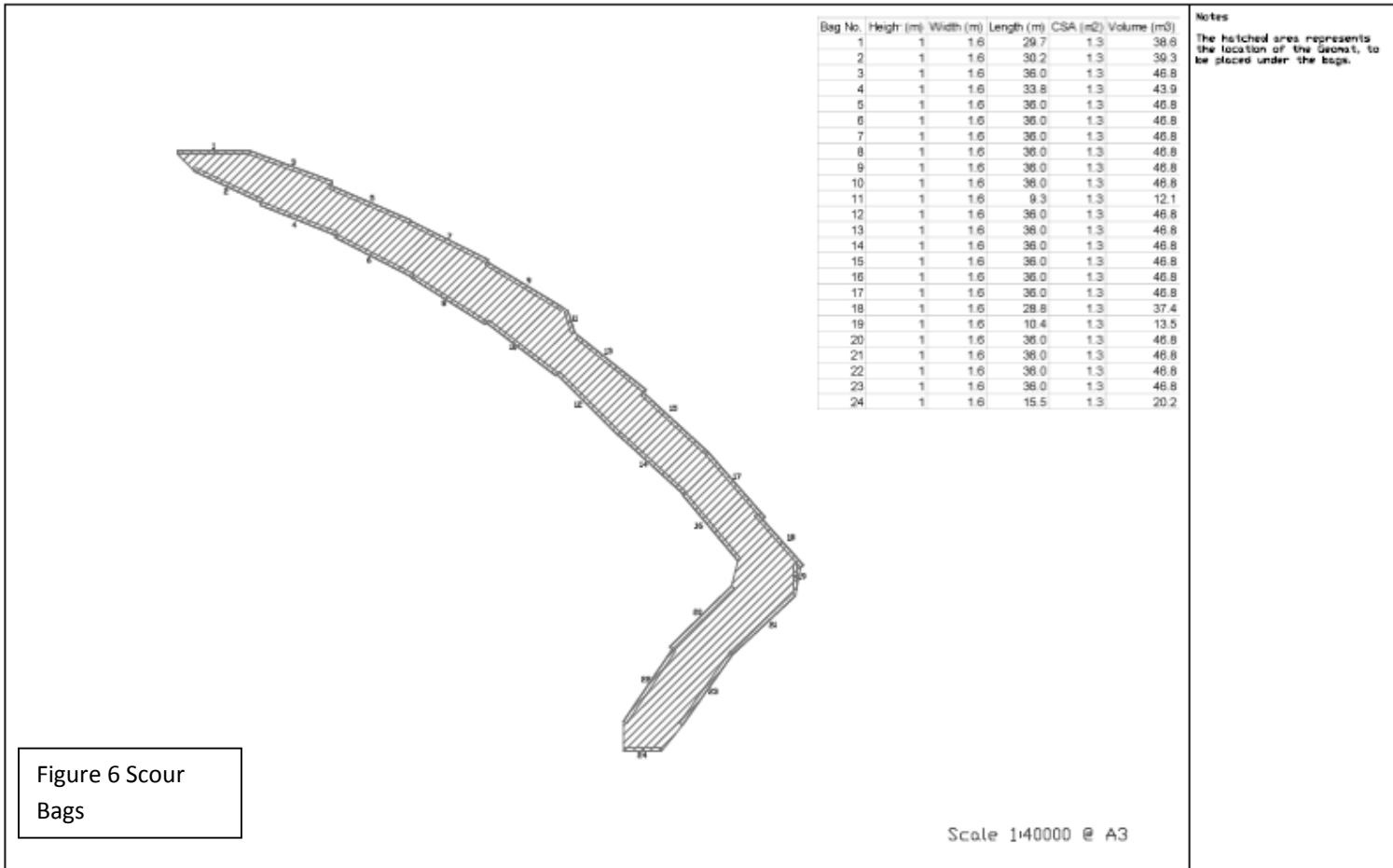


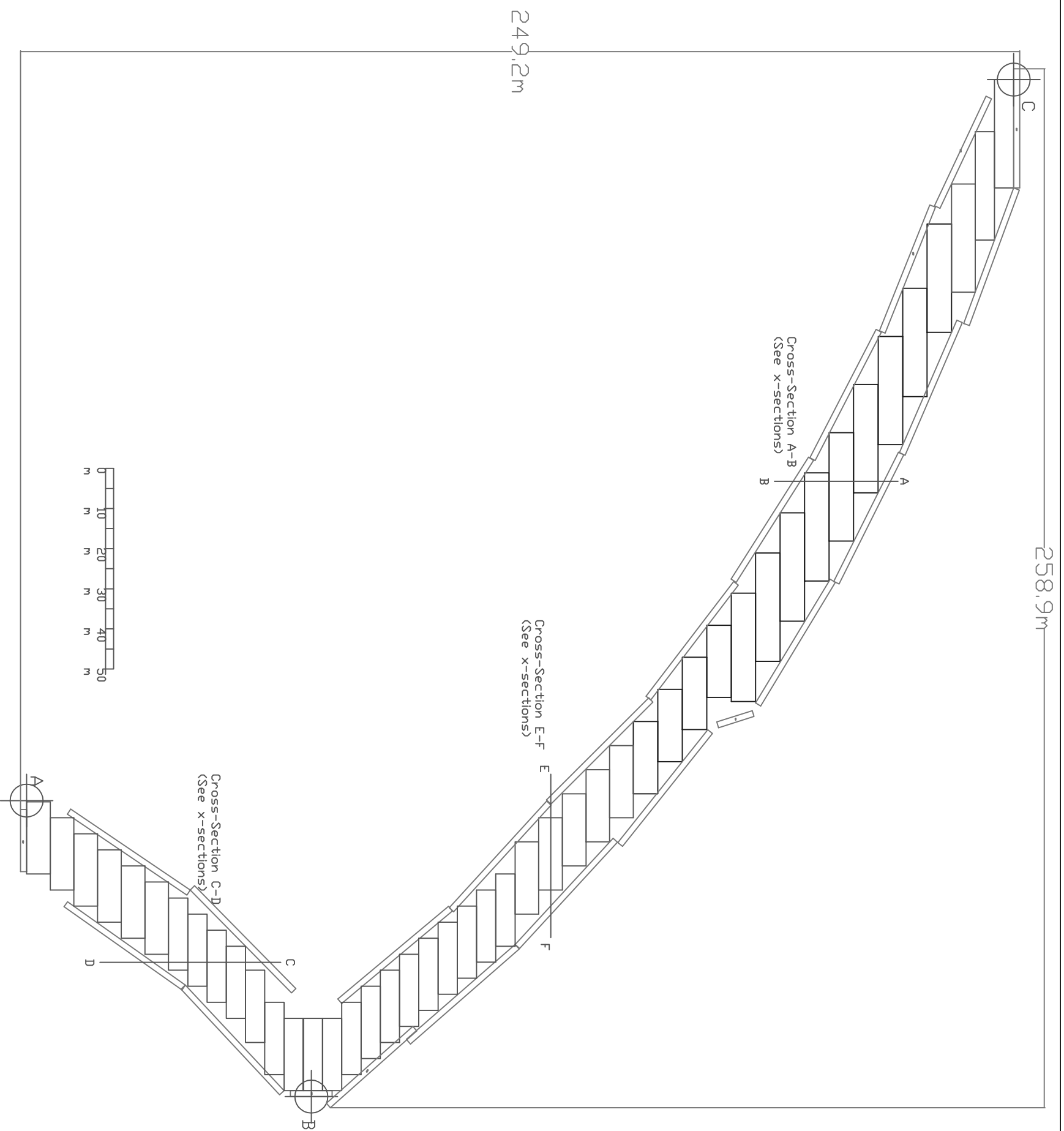
Figure 6 Scour Bags

Mirya Geotextile Reef, Ratnagiri, Maharashtra

Scour Bags

|          |               |      |            |          |  |
|----------|---------------|------|------------|----------|--|
| Fig. No. | Scour - Layer | Date | 08/04/2010 | Designed | ADP (A. No. 36) - (M) Saurashtra Coastal Protection and Management |
|----------|---------------|------|------------|----------|--|





# Mirya Geotextile Reef, Ratnagiri, Maharashtra

## Bag Layout - Mirya Reef

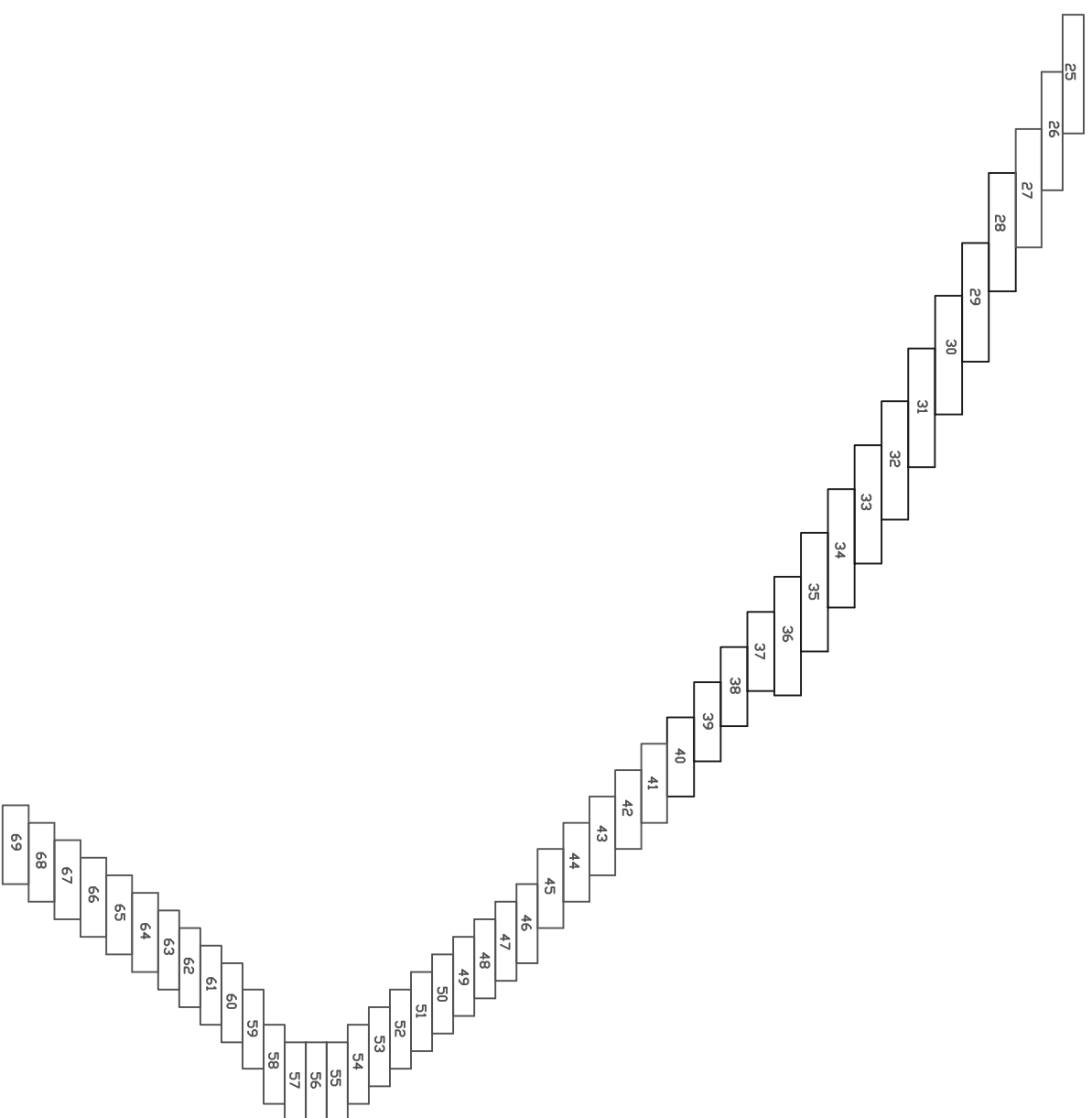
Locations

|   |         |
|---|---------|
| A | 1882584 |
| B | 1882679 |
| C | 1882789 |
|   | 316334  |
|   | 316389  |
|   | 316105  |

Fig. No. Reef Layout

Date 08/04/2010

Designed ADB TA No. India - 4965: Sustainable Coastal Protection and Management



| Bag No. | Height (m) | Width (m) | Length (m) | CSA (m <sup>2</sup> ) | Volume (m <sup>3</sup> ) |
|---------|------------|-----------|------------|-----------------------|--------------------------|
| 25      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 26      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 27      | 2.3        | 5.9       | 27.0       | 11.4                  | 307.8                    |
| 28      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 29      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 30      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 31      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 32      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 33      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 34      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 35      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 36      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 37      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 38      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 39      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 40      | 2.7        | 6.1       | 27.0       | 13.9                  | 375.3                    |
| 41      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 42      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 43      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 44      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 45      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 46      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 47      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 48      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 49      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 50      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 51      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 52      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 53      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 54      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 55      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 56      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 57      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 58      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 59      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 60      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 61      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 62      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 63      | 2          | 4.8       | 27.0       | 8.5                   | 229.5                    |
| 64      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 65      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 66      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 67      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 68      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |
| 69      | 2.3        | 5.9       | 27.0       | 11.4                  | 295.2                    |

Scale 1:40000 @ A3

# Mirya Geotextile Reef, Ratnagiri, Maharashtra

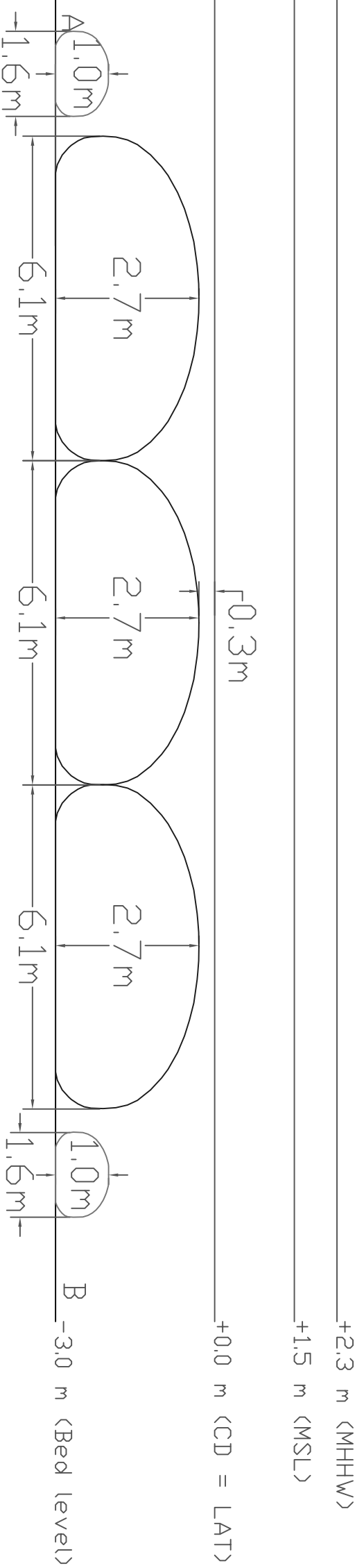
Layer 1 of 1 - Mirya Reef

Fig. No. Reef Layout - Layer 1

Date 08/04/2010

Designed ADB TA No. India - 4965 Sustainable Coastal Protection and Management

NOTE:  
 The scour bags (10 m) are placed first and therefore sit underneath the larger bags placed on top. These drawings show how the larger bags on top will fill around these scour bags



Cross-Section A-B

Scale 1:2500 @ A3

# Mirya Geotextile Reef, Ratnagiri, Maharashtra

## Reef Cross-Section A-B

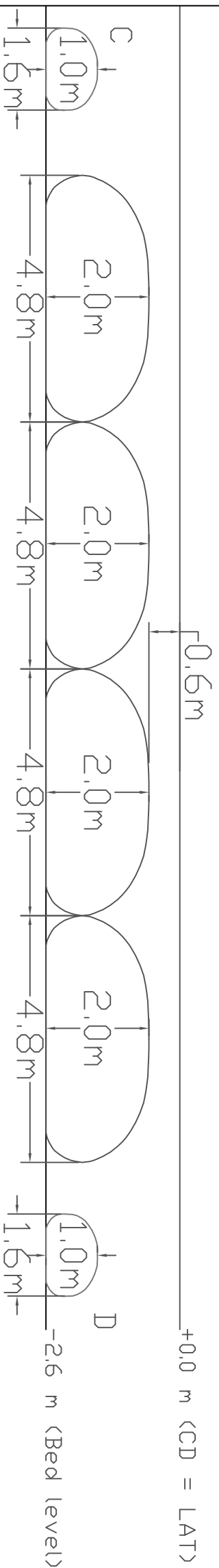
Fig. No. Cross Section A

Date 08/04/2010

Designed ADB TA No. India - 4965: Sustainable Coastal Protection and Management

NOTE:  
The scour bags (1.0 m) are placed first and therefore sit underneath the larger bags placed on top. These drawings show how the larger bags on top will fill around these scour bags

+2.3 m (MHHW)  
+1.5 m (MSL)



# Mirya Geotextile Reef, Ratnagiri, Maharashtra

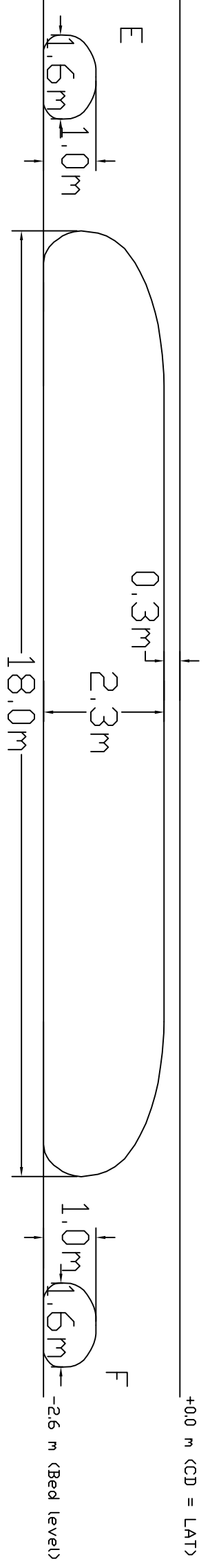
## Reef Cross-Section C-D

Fig. No. Cross Section B

Date 08/04/2010

Designed ADB TA No. India - 4965: Sustainable Coastal Protection and Management

NOTE:  
 The scour bags (10 m) are placed first and therefore sit underneath the larger bags placed on top. These drawings show how the larger bags on top will fill around these scour bags



Cross-Section E-F (perpendicular)

Scale 1:2500 @ A3

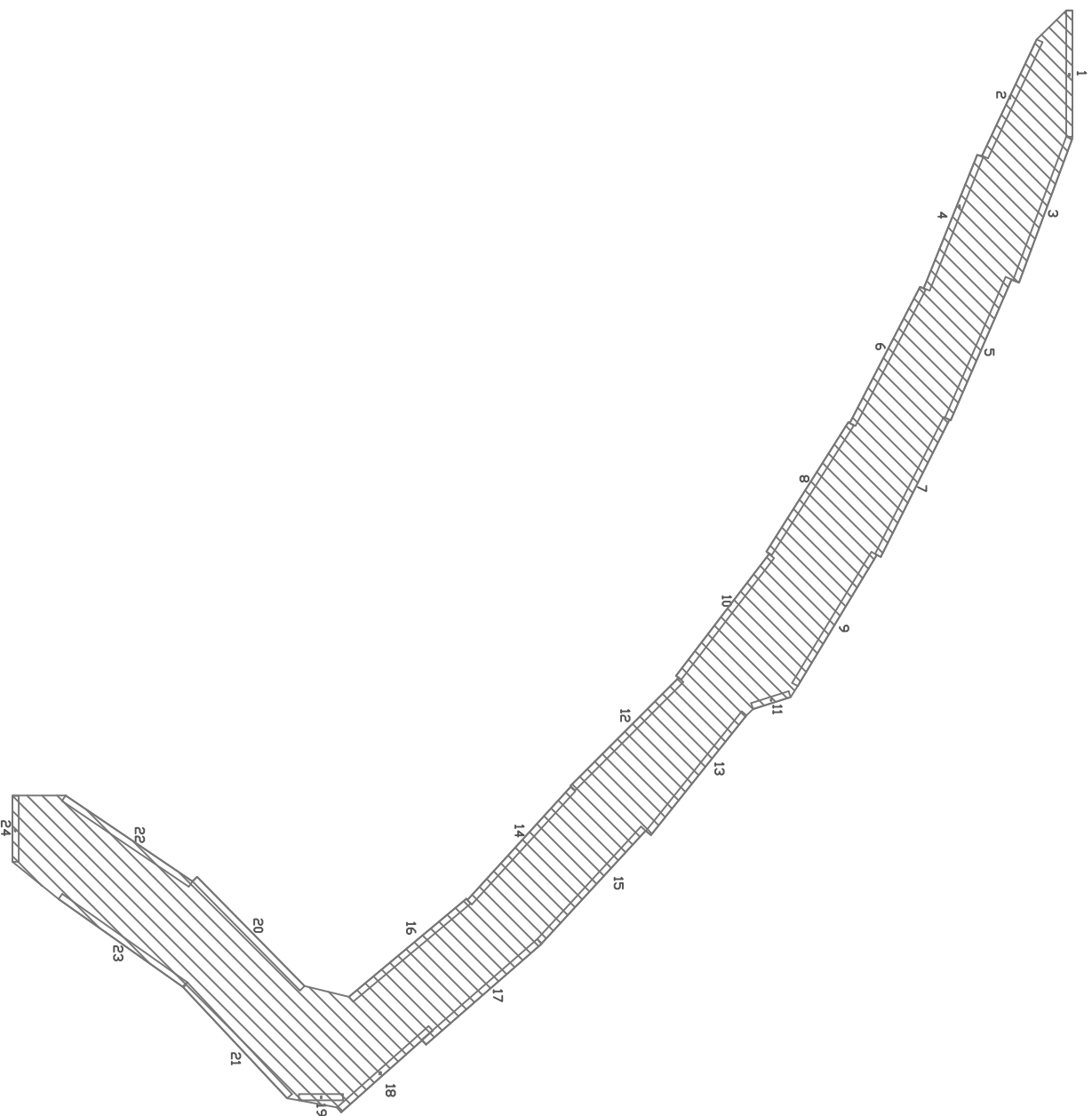
# Mirya Geotextile Reef, Ratnagiri, Maharashtra

Reef Cross-Section E-F

|          |                 |      |            |          |   |
|----------|-----------------|------|------------|----------|---|
| Fig. No. | Cross Section C | Date | 08/04/2010 | Designed | ADB T.A.No. India - 4965; Sustainable Coastal Protection and Management |
|----------|-----------------|------|------------|----------|---|

**Notes**  
The hatched area represents the location of the Geomats, to be placed under the bags.

| Bag No. | Height (m) | Width (m) | Length (m) | CSA (m <sup>2</sup> ) | Volume (m <sup>3</sup> ) |
|---------|------------|-----------|------------|-----------------------|--------------------------|
| 1       | 1          | 1.6       | 29.7       | 1.3                   | 38.6                     |
| 2       | 1          | 1.6       | 30.2       | 1.3                   | 39.3                     |
| 3       | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 4       | 1          | 1.6       | 33.8       | 1.3                   | 43.9                     |
| 5       | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 6       | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 7       | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 8       | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 9       | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 10      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 11      | 1          | 1.6       | 9.3        | 1.3                   | 12.1                     |
| 12      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 13      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 14      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 15      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 16      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 17      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 18      | 1          | 1.6       | 28.8       | 1.3                   | 37.4                     |
| 19      | 1          | 1.6       | 10.4       | 1.3                   | 13.5                     |
| 20      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 21      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 22      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 23      | 1          | 1.6       | 36.0       | 1.3                   | 46.8                     |
| 24      | 1          | 1.6       | 15.5       | 1.3                   | 20.2                     |



Scale 1:40000 @ A3

# Mirya Geotextile Reef, Ratnagiri, Maharashtra

## Scour Bags

Fig. No. Scour - Layer

Date 08/04/2010

Designed

ADB TA No. India - 4965: Sustainable Coastal Protection and Management

# Section 1 - Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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# Section 1 - Instructions to Bidders

## A. General

- 1. Scope of Bid**
  - 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues these Bidding Document for the procurement of Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of the International Competitive Bidding (ICB) are provided in the BDS.
  - 1.2 Throughout these Bidding Document:
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) "day" means calendar day.
- 2. Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by the ADB in accordance with the terms and conditions of the financing agreement between the Borrower and the ADB (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
- 3. Corrupt Practices**
  - 3.1 ADB's Anticorruption Policy requires borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
      - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
      - (iii) "coercive practice" means 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;

- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- (c) will sanction a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at anytime determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive or other prohibited practices.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 1.15 and Sub-Clause 15.6 of the General Conditions and Particular Conditions of Contract.

#### 4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
  - (a) all partners shall be jointly and severally liable, and
  - (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 ADB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under ADB’s Anticorruption Policy. In pursuance of ADB’s Anticorruption Policy’s requirement that Borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics, ADB will take appropriate actions, which include not financing the contract, if

it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor not otherwise participating as a bidder in more than one bid; or
- (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.

- 4.4 A firm that is under a declaration of ineligibility by the ADB in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

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

- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## B. Contents of Bidding Document

### 6. Sections of Bidding Document

- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART I Bidding Procedures**

- Section 1 - Instructions to Bidders (ITB)
- Section 2 - Bid Data Sheet (BDS)
- Section 3 - Evaluation and Qualification Criteria (EQC)
- Section 4 - Bidding Forms (BDF)
- Section 5 - Eligible Countries (ELC)

#### **PART II Requirements**

- Section 6 - Employer’s Requirements (ERQ)

#### **PART III Conditions of Contract and Contract Forms**

- Section 7 - General Conditions (GCC)
- Section 8 - Particular Conditions (PCC)
- Section 9 - Contract Forms (COF)

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

### 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB

## 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

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

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

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
  - (b) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
  - (c) alternative bids, if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
  - (f) Technical Proposal in accordance with ITB 16;
  - (g) Any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
  - (b) completed Price Schedules, in accordance with ITB 12 and 14;
  - (c) alternative price bids, at Bidder's option and if permissible, in

- accordance with ITB 13;
- (d) Any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
- 12. Letters of Bid, and Schedules**
- 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

**15. Currencies of Bid and Payment**

- 15.1 The unit rates and the prices shall be quoted by the bidder entirely in the currency specified in the BDS.
- 15.2 Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.3 Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country and wishing to be paid accordingly may indicate up to three foreign currencies in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.4 The rates of exchange to be used by the bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. If exchange rates are not so published for certain currencies, the bidder shall state the rates used and the source. Bidders should note that for the purpose of payments, the exchange rates confirmed by the source specified in the BDS as the selling rates prevailing 28 days prior to the deadline for submission of bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the bidder.
- 15.5 Foreign currency requirements indicated by the bidders in the

Schedule of Payment Currencies shall include but not limited to the specific requirements for

- (a) expatriate staff and labor employed directly on the Works;
- (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
- (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
- (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
- (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

15.6 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to ITB 15.3 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.

15.7 Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 14.15 of the Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.

**16. Documents  
Comprising the  
Technical  
Proposal**

16.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

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

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.

**18. Period of Validity  
of Bids**

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

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

## 19. Bid Security

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.

19.2 A Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time if the Bid Securing Declaration is executed.

19.3 The bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee;
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

all from a reputable source from an eligible country. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any Bid not accompanied by an enforceable and compliant bid security, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Technical Bid / Letter of

Price Bid, except as provided in ITB 18.2 or

(b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 40;
- (ii) furnish a performance security in accordance with ITB 41; or
- (iii) furnish a domestic preference security if so required.
- (iv) Accept the arithmetical corrections of its bid in accordance with ITB 33

19.8 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the **BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

## 21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative bids shall be similarly sealed, marked and included in the sets.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in

the BDS 1.1.;

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB Sub-Clause 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB Sub-Clause 25.7.

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

**22. Deadline for Submission of Bids**

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

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

**23. Late Bids**

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

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

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

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

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

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

Bid/ Letter of Price Bid or any extension thereof.

## 25. Bid Opening

- 25.1 The Employer shall open the Technical Bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB Sub-Clause 25.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 25.1.
- 25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a Bid Security, if required; and
  - (d) any other details as the Employer may consider appropriate.
- Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 23.1.
- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative

proposals; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid Prices, including any discounts and alternative offers; and
  - (d) any other details as the Employer may consider appropriate.
- Only Price Bids discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
- 25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

### **26. Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and postqualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is

communicated to all Bidders.

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

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

**27. Clarification of Bids**

27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.

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

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

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

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Preliminary Examination of Technical Bids**

29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.

29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Letter of Technical Bid;

(b) written confirmation of authorization to commit the Bidder;

(c) Bid Security, if applicable; and

(d) Technical Proposal in accordance with ITB 16.

**30. Responsiveness of Technical Bid**

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

30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation,

reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation or reservation.

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

### **31. Nonmaterial Nonconformities**

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

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

31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

### **32. Qualification of the Bidder**

32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall

return the unopened Price Bid to the Bidder.

**33. Correction of  
Arithmetical  
Errors**

33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited.

**34. Conversion to  
Single Currency**

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

**35. Margin of  
Preference**

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

**36. Evaluation of  
Price Bids**

36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

36.2 To evaluate the Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (e) adjustment for nonconformities in accordance with ITB 31.3;
- (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);

- 36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 36.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).
- 36.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

**37. Comparison of Bids**

- 37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.

**38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

- 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**F. Award of Contract**

**39. Award Criteria**

- 39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**40. Notification of Award**

- 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 40.2 At the same time, the Employer will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected.

The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

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

**41. Signing of Contract**

41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**42. Performance Security**

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.

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

42.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

## Section 2 - Bid Data Sheet

This section supplements the information or requirements included in Section 1, Instructions to Bidders.

### A. Introduction

|         |  |
|---------|--|
| ITB 1.1 | The number of the Invitation for Bids is : <b>MMB/ICB/01</b>   |
| ITB 1.1 | The Employer is: <b>Maharashtra Maritime Board, Maharashtra, India</b>   |
| ITB 1.1 | The name of the ICB is: <b>Mirya Shoreline Protection and Management Project- construction of one multipurpose geotextile reef.</b><br><br>The identification number of the ICB is: <b>CW-ICB-M1</b><br><br>The number and identification of lots comprising this ICB is: <b>One</b> |
| ITB 2.1 | The Borrower is: <b>India</b>  |
| ITB 2.1 | The name of the Project is: <b>ADB Loan No. 2679-IND, Sustainable Coastal Protection and Management Investment Program</b>   |
|         |  |

### B. Bidding Documents

|         |  |
|---------|--|
| ITB 7.1 | For <b><u>clarification purposes</u></b> only, the Employer's address is:<br><br>Chief Executive Officer,<br><b>MAHARASHTRA MARITIME BOARD</b><br>Indian Mercantile Chambers, 3 <sup>rd</sup> Floor, 14, Ramjibhai Kamani Marg,<br>Ballard Estate, Mumbai - 400 001. Maharashtra, India.<br><b>Tel : 022-22611734, 022-22658375,</b><br><b>Fax : 022-22614331. Website : www.mahammb.com</b> |
| ITB 7.4 | A Pre-Bid meeting will take place at 1500hours on 21 March 2011 at the office of the <b>Chief Executive Officer, Maharashtra Maritime Board, Mumbai, Maharashtra.</b><br><br>A site visit conducted by the Employer will be organized at 1100 hours on 22 March 2011.  |

### C. Preparation of Bids

|              |  |
|--------------|--|
| ITB 10.1     | The language of the bid is: <b>English</b>   |
| ITB 11.2 (g) | <p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> <li>1. Audited balance sheets, or if auditing is not required by the law of the bidder's country, other acceptable financial statements for the latest three financial years.</li> <li>2. Proof of Receipt of geotextile material samples by the testing laboratory (Please refer section 3, para 1.8: samples of the geotextile material and independent certification)</li> </ol> |
| ITB 11.3 (d) | <p>The Bidder shall submit with its Price Bid the following additional documents:<br/><b>None</b></p>  |
| ITB 13.1     | Alternative bids <b>shall not be</b> permitted.  |
| ITB 13.2     | Alternative times for completion <b>shall not</b> be permitted.  |
| ITB 13.4     | Alternative technical solutions shall be permitted for the following parts of the Works: <b>None</b>   |
| ITB 14.5     | The prices quoted by the Bidder shall be: <b>adjustable</b>  |
| ITB 15.1     | The unit rates and the prices shall be quoted by the bidder entirely in: <b>Indian Rupees (INR)</b>  |
| ITB 15.4     | The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by: <b>Reserve Bank of India</b>   |
| ITB 18.1     | The bid validity period shall be <b>120 (One hundred twenty)</b> days.   |
| ITB 19.1     | <p>A Bid Security will be required. Bid securing declaration shall not be accepted.</p> <p><b>The amount and currency of the bid security shall be: Indian Rupees two million six hundred thousand only (INR 2.6 million) or US\$ sixty thousand (US\$60000)</b></p>   |

|          |  |
|----------|--|
| ITB 19.2 | Bid securing declaration shall not be accepted.  |
| ITB 20.1 | In addition to the original of the bid, the number of copies is: <b>One</b>                                    |
| ITB 20.2 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of : Power of Attorney |

#### D. Submission and Opening of Bids

|          |  |
|----------|--|
| ITB 22.1 | <p>For bid submission purposes only, the Employer's address is:</p> <p style="text-align: center;">Chief Executive Officer,<br/> <b>MAHARASHTRA MARITIME BOARD</b><br/>         Indian Mercantile Chambers, 3<sup>rd</sup> Floor, 14, Ramjibhai Kamani Marg,<br/>         Ballard Estate, Mumbai - 400 001. Maharashtra, India.<br/> <b>Tel</b> : 022-22611734, 022-22658375,<br/> <b>Fax</b> : 022-22614331. <b>Website</b> : <a href="http://www.mahammmb.com">www.mahammmb.com</a></p> <p>The deadline for bid submission is:<br/>         Date: 15 April 2011<br/>         Time: 1500 hours Indian Standard Time</p> |
| ITB 22.1 | Electronic bid submission is not permitted.  |
| ITB 25.1 | <p>The opening of the Technical Bid shall take place at/on:</p> <p><b>Project Manager, Project Management Unit, MMB, Maharashtra</b> (Address with telephone, fax and e'mail nos of the Employer will be given)</p> <p>Date: 15 April 2011<br/>         Time: 1500 hours Indian Standard Time</p>  |
| ITB 25.1 | Electronic bid opening procedure shall be as follows: <b>Not applicable</b>  |

#### E. Evaluation and Comparison of Bids

|          |  |
|----------|--|
| ITB 34.1 | <p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is:<br/> <b>Indian Rupees</b></p> <p>The source of the selling exchange rate shall be: <b>Reserve Bank of India</b></p> <p>The date for the selling exchange rate shall be: <b>28 days prior to deadline for receipt of bid</b></p> |
| ITB 35.1 | A margin of preference <b>shall not</b> apply.   |



# Section 3 - Evaluation and Qualification Criteria

## - Without Prequalification -

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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## 1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) – (e) the following criteria shall apply:

### 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

### 1.2 Multiple Contracts

Pursuant to Sub-Clause 36.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows: **Not applicable**

### 1.3 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: **Not applicable**

### 1.4 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: **Not applicable**

### 1.5 Domestic Preference

**Not applicable**

### 1.6 Quantifiable Deviations and Omissions

Unless covered by ITB 14.2, the evaluated cost of nonmaterial quantifiable deviations and/ or omissions are determined as follows: The cost of quantifiable deviations and/ or omissions would be added to the Bid Price to allow for Bid comparison on an equal basis. The price adjustment would be based on a estimate of the cost of missing item by the bid evaluation committee, taking into consideration the highest quoted prices from other conforming Bids, or if rates are not available in the received bids, adjustment would be based on market rate.

### 1.7 Samples of the Geotextile Material to be included with Technical Bid

The bidder is required to submit four clearly marked samples of the geotextile material proposed for the geotextile tubes with technical bid. Each sample should be clearly marked and supplied with the suppliers name and suppliers own specification and independent certification. Each sample should have a minimum dimension of 40cm x40cm.

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## 1.8 Independent Certification of the Geotextile Material

All bidders are required to submit samples of the geotextile material to an independent international laboratory for testing. The testing laboratory that will be used for the testing will be advised. The bidders are required to pay for all the costs of the testing with payment to be made by an Visa card or international bank draft/ bank transfer. The laboratory will advise the exact requirements and costs. Approximately the costs for the preliminary testing will be around US\$700 and will take around five days to complete the testing. The laboratory would require about 3 square meters of coated geotextile and a single 300mm square coupon of each component uncoated geotextile. In addition each bidder will be required to submit a sample of stitched material which will be used to test the seam strength efficiency.

Bidders are also required to submit a copy of their own independent testing report of the geotextile material, which will be examined and verified by the independent testing laboratory as a part of the material testing and assessment.

In addition to the preliminary testing the selected winning bidder may also have to submit an additional sample for a additional tests prior to contract signing. The costs of the additional tests if required will amount to about US \$ 1100 will be borne by the bidder.

Compliance of the geotextile material specifications as verified by the independent testing laboratory is a requirement for technical compliance of the offer. The bidder is required to submit as a part of the technical bid documents

- (a) confirmation of receipt of the sample by the testing laboratory
- (b) the report of the test results. The results of the testing of sample will be used to evaluate compliance with the specifications for the geotextile material. Assessment will be on a pass or fail basis.

Bids of samples which fail any of the tests shall be rejected as technically non responsive.

## 2. Qualification

### 2.1 Eligibility

| Criteria    | Compliance Requirements |                       |              | Documents               |
|-------------|-------------------------|-----------------------|--------------|-------------------------|
| Requirement | Single Entity           | Joint Venture         |              | Submission Requirements |
|             |                         | All Partners Combined | Each Partner |                         |

#### 2.1.1 Nationality

|  |                       |   |                       |                |   |
|--|-----------------------|---|-----------------------|----------------|---|
| Nationality in accordance with ITB Sub-Clause 4.2. | must meet requirement | existing or intended JV must meet requirement | must meet requirement | not applicable | Forms<br>ELI - 1; ELI - 2<br>with attachments |
|--|-----------------------|---|-----------------------|----------------|---|

#### 2.1.2 Conflict of Interest

|   |                       |   |                       |                |                         |
|---|-----------------------|---|-----------------------|----------------|-------------------------|
| No conflicts of interest in accordance with ITB Sub-Clause 4.4. | must meet requirement | existing or intended JV must meet requirement | must meet requirement | not applicable | Letter of Technical Bid |
|---|-----------------------|---|-----------------------|----------------|-------------------------|

#### 2.1.3 ADB Eligibility

|   |                       |   |                       |                |                         |
|---|-----------------------|---|-----------------------|----------------|-------------------------|
| Not having been declared ineligible by ADB, as described in ITB Sub-Clause 4.4. | must meet requirement | existing or intended JV must meet requirement | must meet requirement | not applicable | Letter of Technical Bid |
|---|-----------------------|---|-----------------------|----------------|-------------------------|

#### 2.1.4 Government-owned Entity

|   |                       |                       |                       |                |   |
|---|-----------------------|-----------------------|-----------------------|----------------|---|
| Bidder required to meet conditions of ITB Sub-Clause 4.5. | must meet requirement | must meet requirement | must meet requirement | not applicable | Forms<br>ELI - 1; ELI - 2<br>with attachments |
|---|-----------------------|-----------------------|-----------------------|----------------|---|

## 2.2 Pending Litigation

| Criteria    | Compliance Requirements |                       |              | Documents               |
|-------------|-------------------------|-----------------------|--------------|-------------------------|
| Requirement | Single Entity           | Joint Venture         |              | Submission Requirements |
|             |                         | All Partners Combined | Each Partner |                         |

### 2.2.1 Pending Litigation

|  |  |                |  |                |              |
|--|--|----------------|--|----------------|--------------|
| All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 (fifty) percent of the Bidder's net worth. | must meet requirement by itself or as partner to past or existing JV | not applicable | must meet requirement by itself or as partner to past or existing JV | not applicable | Form LIT - 1 |
|--|--|----------------|--|----------------|--------------|

## 2.3 Financial Situation

| Criteria    | Compliance Requirements |                       |              | Documents   |                         |
|-------------|-------------------------|-----------------------|--------------|-------------|-------------------------|
| Requirement | Single Entity           | Joint Venture         |              |             | Submission Requirements |
|             |                         | All Partners Combined | Each Partner | One Partner |                         |

### 2.3.1 Historical Financial Performance

|  |                       |                |                       |                |                               |
|--|-----------------------|----------------|-----------------------|----------------|-------------------------------|
| Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last <b>three years</b> to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a bidder's net worth, calculated as the difference between total assets and total liabilities, should be positive. | must meet requirement | not applicable | must meet requirement | Not applicable | Form FIN - 1 with attachments |
|--|-----------------------|----------------|-----------------------|----------------|-------------------------------|

### 2.3.2 Average Annual Construction Turnover

|  |                       |                       |                                  |                                  |              |
|--|-----------------------|-----------------------|----------------------------------|----------------------------------|--------------|
| Minimum average annual construction turnover of <b>US\$ 3.0 million</b> or equivalent calculated as total certified payments received for contracts in progress or completed, within the <b>last three years</b> . | must meet requirement | must meet requirement | must meet 20% of the requirement | must meet 50% of the requirement | Form FIN - 2 |
|--|-----------------------|-----------------------|----------------------------------|----------------------------------|--------------|

### 2.3.3 Financial Resources

|  |                       |                       |                                  |                                  |              |
|--|-----------------------|-----------------------|----------------------------------|----------------------------------|--------------|
| Using Forms FIN – 3 and FIN - 4 in Section 4 (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:<br>(1) the following cash-flow requirement, <b>US\$ 0.45 million</b> , and<br>(2) the overall cash flow requirements for this contract and its current works commitment. | must meet requirement | must meet requirement | must meet 20% of the requirement | must meet 50% of the requirement | Form FIN - 3 |
|--|-----------------------|-----------------------|----------------------------------|----------------------------------|--------------|

**2.4 Experience**

| Criteria    | Compliance Requirements |                       |              | Documents   |                         |
|-------------|-------------------------|-----------------------|--------------|-------------|-------------------------|
| Requirement | Single Entity           | Joint Venture         |              |             | Submission Requirements |
|             |                         | All Partners Combined | Each Partner | One Partner |                         |

**2.4.1 General Construction Experience**

|  |                       |                |                       |                |              |
|--|-----------------------|----------------|-----------------------|----------------|--------------|
| Experience under marine construction contracts in the role of contractor or management contractor (includes both construction and O & M) for at least the last <b>five years</b> prior to the bid submission deadline. | must meet requirement | not applicable | must meet requirement | Not applicable | Form EXP - 1 |
|--|-----------------------|----------------|-----------------------|----------------|--------------|

**2.4.2 Specific Construction Experience**

**(a) Contracts of Similar Size and Nature**

|  |                       |                       |                |                |                 |
|--|-----------------------|-----------------------|----------------|----------------|-----------------|
| Participation as contractor or management contractor (includes both construction and O & M) in at least one civil work contract within the last ten years with a value of at least <b>US\$ 2.2 million</b> that have been successfully or are substantially completed. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics described in Section 6 (Employer's Requirements) | must meet requirement | must meet requirement | not applicable | Not applicable | Form EXP - 2(a) |
|--|-----------------------|-----------------------|----------------|----------------|-----------------|

**(b) Construction Experience in Key Activities**

|   |                            |                            |                |                |                 |
|---|----------------------------|----------------------------|----------------|----------------|-----------------|
| For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities:  | must meet all requirements | must meet all requirements | not applicable | not applicable | Form EXP - 2(b) |
| Should have specific experience of having completed not less than <b>2 offshore geotextile reef projects</b> using sand filled geotextiles in not less than 3 metres depth of water at low water. Each project should have not less than a volume of <b>4000m3</b> with a value of not less than <b>US\$1.0 million</b> . |                            |                            |                |                |                 |

## 2.5 Personnel

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

| No. | Position                     | Total Work Experience [years] | Experience In Similar Work [years]  |
|-----|------------------------------|-------------------------------|---|
| 1   | Project Manager -1           | 5 Years                       | Not less than 5 year contracting experience preferably in marine works. Must have experience of the construction of not less than 2 geotextile reefs  |
| 2   | Dive Superintendent          | 7 Years                       | Fully qualified diver. Not less than 7 years experience in the underwater construction projects including not less than 2 projects involving geotextile reefs with not less than 3000m3 volume.   |
|     | Pumping Supervisor           | 5 Years                       | Qualified in mechanical/electrical installations. Should have 3 years experience in the construction of geotextile sand filled reefs including the management of sand slurry pumping, and sand transport. Must have experience in the construction of not less than 2 offshore reefs each of not less than 3000m3 size. |
|     | Assistant divers (2 numbers) | 3 years                       | Fully qualified diver. Not less than 3 years experience in the underwater construction projects including not less than 1 project involving geotextile reefs with not less than 3000m3 volume.  |

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section 4 (Bidding Forms).

## 2.6 Equipment

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

| No. | Equipment Type and Characteristics   | Min. Number Required |
|-----|--|----------------------|
| 1   | Inflatable work boat, 5m long with 50hp outboard motor or similar.   | One                  |
| 2   | Low deck barge 2m draught 20m x40m 'A' frame or other facilities for lifting   | One                  |
| 3   | Dive tender work boat, minimum 10m long & 5m wide, with draft less than 2m and speed 10-12 knots. Covered foredeck with a seating area and a deck space of 3m X 2m and life jackets for 10 people. | One                  |
| 4   | Slurry pump (minimum 100m <sup>3</sup> hour of solids)   | One                  |
| 5   | Slurry pump line and floats  | One                  |
| 6   | Diver operated submersible pumps with a sand delivery of at least 15 cubic meter per hour solids.  | One                  |
| 7   | Mechanism for sourcing sand into pump (sand capacity not less than 100m <sup>3</sup> /hour)  | One                  |
| 8   | Hydraulic crane or excavator   | One                  |
| 9   | Dive equipment   | One                  |

- The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4 (Bidding Forms).
- The sizes of equipment indicated in above table are the minimum size required

# Section 4 - Bidding Forms

## - Without Prequalification -

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

### Table of Forms Part A – Technical Bid

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| <b>Form PER – 1: Proposed Personnel</b> .....                                    | <b>7</b>  |
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|  |           |
|--|-----------|
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|--|-----------|

Part B - Price Bid

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|--------------------------------|----|
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| Bill of Quantities             | 32 |

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# Letter of Technical Bid

Date: .....

ICB No.: CW-ICB-M1

Invitation for Bid No.: MMB/ICB/01

To:

Project Manager, Project Management Unit, MMB, Maharashtra

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:  
.....
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of One Hundred Twenty days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier];
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (h) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB4.5; \*
- (i) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the ADB.

Name .....

In the capacity of .....

Signed .....

.....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

---

\* ..... *Use one of the two options as appropriate*

# Bid Security

## Bank Guarantee

.....*Bank's Name, and Address of Issuing Branch or Office*.....

**Beneficiary:** Maharashtra Maritime Board, Mumbai, Maharashtra, India

**Date:** .....

**Bid Security No.:** .....

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

.....*Bank's seal and authorized signature(s)*.....

*Note: All italicized text is for use in preparing this form and shall be deleted from the final document*

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# Technical Proposal

**Personnel**

**Equipment**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

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## Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

### Form PER – 1: Proposed Personnel

|    |                    |
|----|--------------------|
| 1. | Title of position* |
|    | Name               |
| 2. | Title of position* |
|    | Name               |
| 3. | Title of position* |
|    | Name               |
| 4. | Title of position* |
|    | Name               |

\*As listed in Section 3 (Evaluation and Qualification Criteria).



## Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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

Omit the following information for equipment owned by the Bidder.

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

## Site Organization

## Method Statement

## Mobilization Schedule

## Construction Schedule

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## **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

## Form ELI - 1: Bidder's Information Sheet

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

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

Each member of a JV must fill in this form

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

**Form LIT - Pending Litigation**

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

| <b>Pending Litigation</b>   |                   |                        |   |
|---|-------------------|------------------------|---|
| <input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria) |                   |                        |   |
| <input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)    |                   |                        |   |
| Year  | Matter in Dispute | Value of Pending Claim | Value of Pending Claim as a Percentage of Net Worth |
|   |                   |                        |   |
|   |                   |                        |   |
|   |                   |                        |   |
|   |                   |                        |   |

**Form FIN - 1: Financial Situation**

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

| <b>Financial Data for Previous 3 Years [US\$ Equivalent]</b> |                |                |
|--|----------------|----------------|
| <b>Year 1:</b>   | <b>Year 2:</b> | <b>Year 3:</b> |
|  |                |                |

**Information from Balance Sheet**

|                            |  |  |  |
|----------------------------|--|--|--|
| <b>Total Assets</b>        |  |  |  |
| <b>Total Liabilities</b>   |  |  |  |
| <b>Net Worth</b>           |  |  |  |
| <b>Current Assets</b>      |  |  |  |
| <b>Current Liabilities</b> |  |  |  |

**Information from Income Statement**

|                             |  |  |  |
|-----------------------------|--|--|--|
| <b>Total Revenues</b>       |  |  |  |
| <b>Profits Before Taxes</b> |  |  |  |
| <b>Profits After Taxes</b>  |  |  |  |

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

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

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

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

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

**Form FIN – 3: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

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

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

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

| <b>Current Contract Commitments</b> |                         |   |   |  |  |
|-------------------------------------|-------------------------|---|---|--|--|
| <b>No.</b>                          | <b>Name of Contract</b> | <b>Employer's<br/>Contact Address, Tel, Fax</b> | <b>Value of<br/>Outstanding Work<br/>[Current INR<br/>Equivalent]</b> | <b>Estimated<br/>Completion<br/>Date</b> | <b>Average Monthly<br/>Invoicing Over<br/>Last Six Months<br/>[US\$/month]</b> |
| 1                                   |                         |   |   |  |  |
| 2                                   |                         |   |   |  |  |
| 3                                   |                         |   |   |  |  |
| 4                                   |                         |   |   |  |  |
| 5                                   |                         |   |   |  |  |
|                                     |                         |   |   |  |  |

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

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

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

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

Fill up one (1) form per contract.

| Contract of Similar Size and Nature   |   |        |
|---|---|--------|
| Contract No . . . . . of . . . . .<br>.   | Contract Identification   |        |
| Award Date  | Completion Date   |        |
| Role in Contract  | <input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor |        |
| Total Contract Amount   | INR   |        |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total  | Amount |
|   | Employer's Name<br>Address<br>Telephone/Fax Number<br>E-mail  |        |
| Description of the similarity in accordance with Criteria 2.4.2(a) of Section 3     |   |        |
|   |   |        |

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

Fill up one (1) form per contract

| Contract with Similar Key Activities  |   |        |
|---|---|--------|
| Contract No . . . . . of . . . . .<br>.   | Contract Identification   |        |
| Award Date  | Completion Date   |        |
| Role in Contract  | <input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor |        |
| Total Contract Amount   | INR   |        |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total  | Amount |
|   | Employer's Name<br>Address<br>Telephone Number<br>Fax Number<br>E-mail  |        |
| Description of the key activities in accordance with Criteria 2.4.2(b) of Section 3 |   |        |
|   |   |        |

# Schedules

## Schedule of Payment Currencies

For .....insert name of Section of the Works .....

|  | <b>A</b>                  | <b>B</b>                                  | <b>C</b>                                       | <b>D</b>   |
|--|---------------------------|---|--|--|
| <b>Name of Payment Currency</b>              | <b>Amount of Currency</b> | <b>Rate of Exchange to Local Currency</b> | <b>Local Currency Equivalent<br/>C = A x B</b> | <b>Percentage of Net Bid Price (NBP)<br/><math>\frac{100 \times C}{NBP}</math></b> |
| Local currency                               |                           | <b>1.00</b>                               |  |  |
| Foreign Currency #1                          |                           |   |  |  |
| Foreign Currency #2                          |                           |   |  |  |
| Foreign Currency #                           |                           |   |  |  |
| <b>Net Bid Price</b>                         |                           |   |  | <b>100.00</b>  |
| Provisional Sums Expressed in Local Currency |                           | <b>1.00</b>                               |  |  |
| <b>BID PRICE</b>                             |                           |   |  |  |

**Tables of Adjustment Data**

**Table A - Local Currency**

| Index Code   | Index Description | Source of Index | Base Value and Date | Bidder's Local Currency Amount | Bidder's Proposed Weighting                              |
|--------------|-------------------|-----------------|---------------------|--------------------------------|--|
|              | Non adjustable    | —               | —                   | —                              | A: _____<br>B: _____<br>C: _____<br>D: _____<br>E: _____ |
| <b>Total</b> |                   |                 |                     |                                | <b>1.00</b>  |

**Table B - Foreign Currency**

**Name of Currency:** .....

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

| Index Code   | Index Description | Source of Index | Base Value and Date | Bidder's Currency in Type/Amount | Equivalent in FC1 | Bidder's Proposed Weighting                              |
|--------------|-------------------|-----------------|---------------------|----------------------------------|-------------------|--|
|              | Non adjustable    | —               | —                   | —                                |                   | A: _____<br>B: _____<br>C: _____<br>D: _____<br>E: _____ |
| <b>Total</b> |                   |                 |                     |                                  |                   | <b>1.00</b>  |

## Letter of Price Bid

Date: .....

ICB No.: .....

Invitation for Bid No.: MMB/ICB/01

To:  
The Director, Project Management Unit, MMB, Maharashtra

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;

(b) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works: ----- .....

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: .....

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

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

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

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

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| .....             | .....   | .....  | .....  |
| .....             | .....   | .....  | .....  |

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the ADB

---

Name .....

In the capacity of .....

Signed .....

.....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

---

**\*\*** *If none has been paid or is to be paid, indicate "none"*

---

## Preamble to the Bill of Quantities

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
  2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work carried out, as measured and verified by the Engineer and valued at the rates and prices in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
  3. The Bill of Quantities for the Works is to be read for the purpose of pricing, in conjunction with all other sections of the bid document. The rates and prices set against items in the Bill of quantities are to be the full inclusive value of the works shown in the drawings and/or described in the specifications and/or under the items in the Bill of Quantities or which can be reasonably inferred there from; including all costs and expenses which may be required in and for the completion of the work described. These must include all the materials, labour, plant and temporary works and installations and corrections of defects which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.
  4. Should there be any detail of any works which have not been referred to in the specifications or in the Bill of quantities and drawings, but the necessity for which may reasonably be implied to the completion of all works, the same shall be deemed to be included in the rates and prices named by the contractor in the Bill of quantities.
  5. The rates quoted by the Tenderer in the Bill of quantities shall be inclusive of all taxes and duties
  6. A rate or price shall be entered against each item in the priced Bill of Quantities. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
  7. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
  8. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
  9. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with the Conditions of Contract. It will be used by the Engineer for nominated sub-contractors, line agencies, third party inspecting agencies or for other miscellaneous works. The use of provisional sum will be for relocation of utilities that conflict with the permanent line or level or the works; Independent sampling and laboratory testing, as directed by the Engineer; Replacement or compensation for plants and trees removed due to the works; Third party inspection; Permanent reinstatement of asphalt roads etc.
  10. The method of measurement of completed work for payment shall be in accordance with the relevant specification of the Bureau of Indian Standards.
  11. Cost of temporary works like temporary anchors, fixings and frames, maintenance of contractor's office, establishment and maintenance of workshops, plant and equipment, including Project sign boards etc will be part of work and should be costed as a part of the unit rates and shall not be paid extra.
  12. Cost of specific requirements like material and construction testing and quality control program; preparation and compliance with the Environmental Management Plan; and verification of surveys and design will also be part of work and shall not be paid extra.
  13. If the Tenderer indicates different rates for the same item in the different parts of the tender, the lowest of the quoted rates shall be considered as the valid rate, unless the Tenderer
-

specifically clarifies while submitting his tender the reason for the variation in his rates in different parts.

14. The prices and rates inserted in the Bill of quantities will be used for evaluating the work execution in accordance with this contract after making corrections based on the accepted final bid.
  15. All items detailed in every item of Bill of Quantities shall be included in contractor's rate unless otherwise contradicted below in Bill of Quantities.
-

**Summary of Bill of Quantities**

| Sl. No | Description of Item   | Amount INR |
|--------|---|------------|
| 1      | Mobilisation  |            |
| 2      | Procurement of high quality non woven geotextiles as specified.   |            |
| 3      | Supply and installation of geomats-high quality polypropylene composite laid geogrid mats as specified  |            |
| 4      | Transporting geotubes and placing and fixing on the sea floor to correct location and position, filling the geotextile tubes with dredged sand from the location specified(to be sourced by the contractor), and sealing as specified |            |
| 5      | Design support , surveys, geotechnical studies if required(provisional sum)   |            |
|        | Total   |            |

### Bill of Quantities

| Item Nr. | Description   | Unit                   | Quantity  | Unit Rate (INR/unit) | Amount (INR) |
|----------|---|------------------------|-----------|----------------------|--------------|
| 1        | Mobilisation of all the equipment for the construction of the reef  | Ls                     | 1         |                      |              |
| 2        | Procurement of high quality non woven geotextile tubes as specified   |                        |           |                      |              |
| 2.1      | H=1.0 W=1.6 L= 9.3 m  | nr                     | 1         |                      |              |
| 2.2      | H=1.0 W=1.6 L= 10.4 m   | nr                     | 1         |                      |              |
| 2.3      | H=1.0 W=1.6 L= 15.5 m   | nr                     | 1         |                      |              |
| 2.4      | H=1.0 W=1.6 L= 28.8 m   | nr                     | 1         |                      |              |
| 2.5      | H=1.0 W=1.6 L= 29.7m  | nr                     | 1         |                      |              |
| 2.6      | H=1.0 W=1.6 L= 30.2m  | nr                     | 1         |                      |              |
| 2.7      | H=1.0 W=1.6 L= 33.8m  | nr                     | 1         |                      |              |
| 2.8      | H=1.0 W=1.6 L= 36 m   | nr                     | 17        |                      |              |
| 2.9      | H= 2.3 W= 5.9 L=27 m  | nr                     | 1         |                      |              |
| 2.10     | H= 2.3 W= 5.9 L=18 m  | nr                     | 11        |                      |              |
| 2.11     | H= 2.7 W= 6.1 L=27 m  | nr                     | 9         |                      |              |
| 2.12     | H= 2.7 W= 6.1 L=18 m  | nr                     | 4         |                      |              |
| 2.13     | H= 2.0 W= 4.8 L= 27 m   | nr                     | 2         |                      |              |
| 2.14     | H= 2.0 W= 4.8 L= 18 m   | nr                     | 18        |                      |              |
|          |   |                        |           |                      |              |
|          | <b>Sub-total</b>  |                        | <b>69</b> |                      |              |
|          |   |                        |           |                      |              |
| 3        | <b>Supply and Installation of Geo-Mats</b>  |                        |           |                      |              |
|          | Supply and installation of geomats-high quality polypropylene composite laid geogrid mats as specified  | m <sup>2</sup>         | 6850      |                      |              |
| 4        | Transporting geotubes and placing and fixing on the sea floor to correct location and position, filling the geotextile tubes with dredged sand from the location specified(to be sourced by the contractor), and sealing as specified | m <sup>3</sup>         | 11,157    |                      |              |
| 5        | Design support , surveys and studies if required  | provisi<br>onal<br>sum | 1         |                      | 2,300,000    |
|          |   |                        |           |                      |              |
|          | <b>Total Reef</b>   |                        |           |                      |              |

## Section 5 - Eligible Countries

1. Afghanistan
2. Armenia
3. Australia
4. Austria
5. Azerbaijan
6. Bangladesh
7. Belgium
8. Bhutan
9. Brunei Darussalam
10. Cambodia
11. Canada
12. China, People's Republic of
13. Cook Islands
14. Denmark
15. Fiji Islands, Republic of
16. Finland
17. France
18. Georgia
19. Germany
20. Hong Kong, China
21. India
22. Indonesia
23. Italy
24. Ireland
25. Japan
26. Kazakhstan
27. Kiribati
28. Korea, Republic of
29. Kyrgyz Republic
30. Lao People's Democratic Republic
31. Luxembourg
32. Malaysia
33. Maldives
34. Marshall Islands
35. Micronesia, Federal States of
36. Mongolia
37. Myanmar
38. Nauru, Republic of
39. Nepal
40. Netherlands
41. New Zealand
42. Norway
43. Pakistan
44. Palau
45. Papua New Guinea
46. Philippines
47. Portugal
48. Samoa
49. Singapore
50. Solomon Islands
51. Spain
52. Sri Lanka
53. Sweden
54. Switzerland
55. Tajikistan
56. Taipei, China
57. Thailand
58. Timor-Leste, Democratic Republic of
59. Tonga
60. Turkey
61. Turkmenistan
62. Tuvalu
63. United Kingdom
64. United States of America
65. Uzbekistan
66. Vanuatu
67. Viet Nam

## Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### Part A - Contract Data

| Conditions   | Ref. GCC       | Data   |
|--|----------------|--|
| Employer's name and address                                  | 1.1.2.2 & 1.3  | Maharashtra Maritime Board represented by the Director, Project Management Unit, Sustainable Coastal Protection and Management Project, MMB, Maharashtra<br><i>(Address with telephone, fax and e'mail nos. will be given)</i>   |
| Engineer's name and address                                  | 1.1.2.4 & 1.3  | The Project Manager, Project Management Unit, Sustainable Coastal Protection and Management Project, MMB, Maharashtra<br><i>(Address with telephone, fax and e'mail nos. will be given)</i>  |
| Bank's name  | 1.1.2.11       | Asian Development Bank (ADB)   |
| Borrower's name  | 1.1.2.12       | India  |
| Time for Completion  | 1.1.3.3        | 24 Months  |
| Defects Notification Period                                  | 1.1.3.7        | 365 days.  |
| Electronic transmission systems                              | 1.3            | Facsimile and email  |
| Governing Law  | 1.4            | India  |
| Ruling language  | 1.4            | English  |
| Language for communications                                  | 1.4            | English  |
| Time for access to the Site                                  | 2.1            | 7 days after Commencement Date.  |
| Engineer's Duties and Authority                              | 3.1(b)(ii)     | Any Variations to the Accepted Contract above 1% of individual items and cumulatively 5% of contract value shall require approval of the Employer.   |
| Performance Security   | 4.2            | The performance security will be in the form of an unconditional bank guarantee from a reputable bank in the amount(s) of Ten (10) percent of the Contract Price. In case the institution issuing the security is located outside India, it shall have a correspondent financial institution located in the territory of India to make it enforceable. |
| Normal working hours   | 6.5            | Late working with prior approval of Engineer.  |
| Delay damages for the Works                                  | 8.7 & 14.15(b) | 0.05% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable.   |
| Maximum amount of delay damages                              | 8.7            | 10% of the final Contract Price.   |
| Provisional Sums   | 13.5.(b)(ii)   | 10%  |
| Adjustments for Changes in Cost; Table(s) of Adjustment Data | 13.8           | Bid price quoted by bidder is subject to adjustment as stated in Part B - Specific provisions of Section 8, Particular Condition of Contract.  |

| Conditions  | Ref. GCC   | Data  |
|---|------------|---|
| Total advance payment   | 14.2       | 10 % of the Accepted Contract Amount in one installment payable in the currencies and proportions in which the Accepted Contract Amount is payable.   |
| Repayment amortization of advance payment   | 14.2(b)    | 20%   |
| Percentage of Retention   | 14.3       | 5 % from each claim bill  |
| Limit of Retention Money  | 14.3       | 5 % of the Accepted Contract Amount   |
| Plant and Materials   | 14.5(b)(i) | Payment terms for plants and material shall be as indicated in Part B - Specific provisions of Section 8, Particular condition of contract.   |
| Minimum Amount of Interim Payment Certificates  | 14.6       | 2% of the Accepted Contract Amount.   |
| Termination by Employer   | 15.2 (g)   | Insert new Sub-Clause; violates any of the contract provisionson labour (including not employing or using children as labour, equal pay for equal work), health safety, welfare, sanitation and working conditions. |
| Maximum total liability of the Contractor to the Employer                                 | 17.6       | The product of <b>1.0</b> times the Accepted Contract Amount.   |
| Periods for submission of insurance:<br>a. evidence of insurance.<br>b. relevant policies | 18.1       | 14 days from the date of commencement<br>28 days from the date of commencement  |
| Maximum amount of deductibles for insurance of the Employer's risks                       | 18.2(d)    | Nil   |
| Minimum amount of third party insurance   | 18.3       | Indian Rupees five million with no limit on the number of occurrences   |
| Date by which the DAB shall be appointed  | 20.2       | 28 days after the Commencement  |
| The DAB shall be comprised of   | 20.2       | One Member  |
| List of potential DB sole members   | 20.2       | One of the Chief Engineers, Public works Department, Maharashtra  |
| Appointment (if not agreed) to be made by   | 20.3       | Executive Committee of Institute of Engineers, Maharashtra Chapter  |
| Arbitration   | 20.6       | Replace para 2 (b) by "International arbitration shall be:<br>(i) Administered by : the Singapore International Arbitration Centre (SIAC)<br>(ii) Conducted in accordance with the rules of : SIAC                  |

# Section 8 - Particular Conditions of Contract

## Part B -Specific Provisions

The Particular Conditions of Contract (PCC) Part B - Specific provisions, is to amend or for additions to the General Conditions of Contract (GCC-Section 7). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### Table of Clauses

|  |                                       |
|--|---------------------------------------|
| <b>1. General Provisions .....</b>                           | <b>8-4</b>                            |
| 1.1 Definitions.....   | 8-Error! Bookmark not defined.        |
| 1.5 Priority of Documents .....                              | 8-Error! Bookmark not defined.        |
| 1.6 Contract Agreement .....                                 | 8-4                                   |
| <b>3. The Engineer .....</b>                                 | <b>8-4</b>                            |
| 3.4 Replacement of the Engineer.....                         | 8-4                                   |
| 3.6 Management meetings .....                                | 8-4                                   |
| <b>4. The Contractor .....</b>                               | <b>8-5</b>                            |
| 4.2 Performance Security.....                                | 8-Error! Bookmark not defined.        |
| <b>6. Staff and Labour .....</b>                             | <b>8-5</b>                            |
| 6.1 Engagement of Staff and Labor .....                      | 8-5                                   |
| <b>7. Plant, Materials and Workmanship .....</b>             | <b>8-6</b>                            |
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| <b>12. Measurement and Evaluation .....</b>                  | <b>8-6</b>                            |
| 12.3 Evaluation.....   | 8-6                                   |
| <b>13. Variations and Adjustments .....</b>                  | <b>8-6</b>                            |
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| <b>14. Contract Price and Payment .....</b>                  | <b>8-9</b>                            |
| 14.1 The Contract Price .....                                | 8-9                                   |
| 14.5 Plant and Materials intended for the works .....        | 8-10                                  |
| 14.8 Delayed Payment .....                                   | 8-10                                  |
| 14.15Currencies of Payment.....                              | 8-Error! Bookmark not defined.        |
| <b>15 Termination by Employer .....</b>                      | <b>8-11</b>                           |
| 15.6 Corrupt and Fraudulent Practices.....                   | 8-11                                  |
| <b>16. Suspension and Termination by the Contractor.....</b> | <b>8-Error! Bookmark not defined.</b> |
| 16.4 Payment on Termination .....                            | 8-Error! Bookmark not defined.        |

## 1. General Provisions

- 1.6 Contract Agreement** Replace the phrase "The Contract Agreement shall be based upon the form annexed to the Particular Conditions" by the following;

"The Contract Agreement shall be based upon the form as given in Section 9, Contract Forms"

## 3. The Engineer

- 3.4 Replacement of the Engineer** Replace the duration of 21 days with 7 days in first line of the sub clause.

- 3.6 Management meetings** Insert this Sub-Clause at the end of Clause 3:
- The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the progress with reference to the agreed program and arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.

## 4. The Contractor

**4.18 Environment** The Contractor shall comply with all applicable national, state and local environmental laws and regulations.

The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures set forth in the Environmental Management Plan and (c) allocate the budget required to ensure that such measures are carried out. The contractor shall submit semi-annual reports on the carrying out of such measures to the employer.

### 4.21 Monitoring

Add the following paragraph as last para;

Monitoring of the obligations in Sub-Clauses 4.18, 6.1, 6.4, 6.7, 6.20 and 6.21.

## 6. Staff and Labour

### 6.1 Engagement of Staff and Labor

Delete last paragraph and substitute:

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the State.

### 6.4

Add the following as third and fourth paras;

The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The contractor shall base the employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment and retirement, and discipline.

The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.

### 6.7

Add the following as last para;

The Contractor shall conduct health and safety programs for workers employed under the project, and shall include information on the risk of sexually transmitted diseases, including HIV/AIDS in such programs.

### 6.20

Add the following as second para;

The Contractor shall not employ "forced or compulsory

labour” in any form. “Forced or compulsory labour” consists of all work or service, not voluntarily performed that is extracted from an individual under threat of force or penalty.

#### 6.21

Add the following as second para;

The Contractor shall not employ any child to perform any work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development. “Child” means a child below the statutory minimum age specified under applicable national, state or local law of India.

## 7. Plant, Materials and Workmanship

### 7.1 Manner of Execution

Insert additional paragraph at the end of Sub-Clause 7.1:  
The Contractor is encouraged, to the extent practicable and reasonable taking into consideration economy and efficiency, to use goods from sources within the Country.

## 12. Measurement and Evaluation

### 12.3 Evaluation

Replace the para 4 with following:

However, a new rate or price shall be appropriate for an item of work if following conditions are satisfied:

- (a) (i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the Bill of Quantities or other Schedule,
- (ii) this change in quantity multiplied by such specified rate for this item exceeds 2% of the Accepted Contract Amount,
- (iii) this item is not specified in the Contract as a “fixed rate item”;
- or
- (b) (i) the work is instructed under Clause 13 [Variations and Adjustments],
- (ii) no rate or price is specified in the Contract for this item, and
- (iii) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

## 13. Variations and Adjustments

### 13.8 Adjustment for changes in Cost

**Replace the existing price adjustment clause with following new clause:**

The amount payable to the Contractor and valued at base prices in accordance with the payment Schedule shall be adjusted for rises or falls in the cost of Labour and Material inputs to the Works, by the addition or deduction of the amounts determined

by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provision of this or any other clause in the Contract, the Contract Price shall be determined to include amounts to cover the contingency of such other rise or fall in costs.

The amount to be added to or deducted from the Interim Payment Certificates for changes in cost shall be determined from formulae as stated below:

**Adjustment Formula:** The Price Adjustment factor shall be determined in general by the following formula.

Increase or decrease in the cost of Labour and material shall be calculated quarterly. The first statement of price adjustment shall be prepared at the end of quarter in which the work was awarded and the work done from the date of start to the end of quarter shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.

For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Engineer's Representative shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the Engineer's Representative in the Measurement Book, shall be the criterion.

The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.

$$\text{(A) LABOUR} \\ V_L = 0.75 \times P_L / 100 \times R \times (I_{L1} - I_{L0}) / I_{L0}$$

$V_L$  = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.

$R$  = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the employer and other items as mentioned in this Clause.

$I_{L0}$  = The base price for labour which is average consumer price index for industrial workers (wholesale prices) as published in Reserve Bank of India Journal / Labour Bureau Shimla, for the area.

$I_{L1}$  = The final price for labour which is average

consumer price index for industrial workers (wholesale prices for the quarter of calendar year under consideration) as published in Reserve Bank of India Journal / Labour Bureau Shimla for the area.

$P_L$  = Percentage of labour components which is 30% of total cost of work.

(Note: In case of revision of minimum wages by the Government or other competent authority, nothing extra would be payable except the price escalation permissible under this Clause).

**(B) Material:**

$$V_M = 0.75 \times P_M / 100 \times R \times (I_{M1} - I_{M0}) / I_{M0}$$

$V_M$  = Increase or decrease in the cost during the quarter under consideration due to change in rates of material.

$R$  = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department.

$I_{M0}$  = The base price for material which is average wholesale price Index (all commodities) as published in Reserve Bank of India Journal.

$I_{M1}$  = The final price for material which is average wholesale price index (all commodities) for the quarter under consideration as published in Reserve Bank of India Journal.

$P_M$  = Percentage of material components which is 70% of total cost of work

**Base, Current and Provisional Indices:** The base cost and indices or prices shall be those prices of the quarter prevailing on the day 28 days prior to the latest date for submission of Bid. Current indices or prices shall be those prevailing on the quarter for which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional escalation will be payable on the basis of indices of the previous quarter in absence of non-publication of indices for concerned quarter by the RBI. In such cases, adjusted escalation amount will either be payable to the Contractor or recovered from him when the current indices become available.

**Weighting of component:** The weightage for labour, and material component shall be 30% and 70% respectively.

**Adjustable Amount:** The adjustable amount of each Interim Payment Certificate shall be the difference between (i) the amount which, in the opinion of the Engineer, shall be due to the

Contractor pursuant to Clause 13.7 including the amount at base rates and prices of the scheduled work carried out but excluding provisional sums and the value of materials on site, and (ii) the amount as calculated in (i) above and included in the last preceding Interim Payment Certificate issued by the Employer's Representative. The adjustable amount shall exclude payments to nominated Sub-Contractors and any other amounts based upon actual cost or current prices.

**Adjusted Amount:** The adjusted amount of each Payment Certificate shall be determined by applying the Price Adjustment Factor to the adjustable amount, and shall become payable to the Contractor, subject to any deductions therefrom for retention money, liquidated damages, and any other monies due to the Employer from the Contractor including the recovery of advance mobilization loan, if any.

**Adjustment due to Shortfall in Progress:** In the event the Contractor fails to attain the rate of progress, as per the approved program and schedule of progress, in the first or another quarter of the construction period and the shortfall in progress is covered up by him during subsequent quarter within the Intended Completion Period then the price adjustment of such work is expected to be done in the previous quarter shall be notionally given based upon the price index of that quarter in which such work was required to be done.

If the Contractor fails to complete the Works within the Time for Completion, adjustments of prices thereafter shall be made using either each index or price applicable on the date 49 days prior to the expiry of the Time for Completion, or the current index or price, whichever is more favorable to the Employer; provided that, if an extension of time is granted in accordance with Sub-Clause 8.3, the above provision shall apply to the extended time for completion.

## 14. Contract Price and Payment

### 14.1 The Contract Price

Delete sub-paragraph (e) Insert following subparagraphs after para (d):

- (e) notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and

spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare parts to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining. Relevant extracts from the Customs Duties Law is attached for Contractors information.

- (f) EA will issue essentiality certificate under Government of India notification No. 108/95 and 84/97 which will assist the Contractor to obtain any lawful exemptions from payment of Excise Duty or Import Duty on Plant and Materials, which are to be incorporated as a part of the Permanent Works. The Certificate will be issued in the format indicated in Section 9, which certifies the estimated quantities of materials that are to be incorporated into the permanent works. The responsibility for obtaining any such exemptions from Competent Authority will remain with the supplier/ Contractor and the EA shall not in any way be responsible for admissibility of the claims or eligibility of the supplier/ Contractor.

**14.5 Plant and Materials intended for the works**

Delete (b) and rename (c) as (b)

**14.8 Delayed Payment**

Replace second paragraph with the following:

The financing charges shall be at the rate of 10% per annum in the currencies the payments are due.

## 15 Termination by Employer

### 15.6 Corrupt and Fraudulent Practices

Replace the definitions of the terms “corrupt practice”, “fraudulent practice”, “collusive” and “coercive practice” with following:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “coercive practice” means 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;
- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

# Section 9 - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

## Table of Forms

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# Letter of Acceptance

*[on letterhead paper of the Employer]*

..... *date.* .....

To: ..... *name and address of the Contractor* .....

Subject: ..... *Notification of Award Contract No.* .....

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

# Contract Agreement

THIS AGREEMENT made the . . . . .day of . . . . ., . . . . ., between . . . . . *name of the Employer*. . . . . (hereinafter “the Employer”), of the one part, and . . . . . *name of the Contractor*. . . . .(hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- the Letter of Acceptance
- the Technical Bid
- the Price Bid
- the Addenda Nos . . . . . *insert addenda numbers if any*. . . . .
- the Particular Conditions Part A - Contract Data
- the Particular Conditions Part B – Specific Provisions
- the General Conditions;
- the Specification
- the Drawings; and
- the Completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by .....

Signed by.....

for and on behalf of the Employer  
in the presence of

for and on behalf the Contractor  
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date



# Performance Security

..... *Bank's Name, and Address of Issuing Branch or Office* .....

**Beneficiary:** ..... *Name and Address of Employer* .....

**Date:** .....

**Performance Guarantee No.:** .....

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

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

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

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

The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed one year, in response to the Employer's written request for such extension, such request to be presented to us, the Guarantor, before the expiry of this Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....  
*Seal of Bank and Signature(s)*

**Note**

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date.

# Advance Payment Security

..... *Bank's Name, and Address of Issuing Branch or Office* .....

**Beneficiary:** ..... *Name and Address of Employer* .....

**Date:** .....

**Advance Payment Guarantee No.:** .....

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

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum ..... *name of the currency and amount in figures\**. .... (*amount in words*. .... ) is to be made against an advance payment guarantee.

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

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number ..... *Contractor's account number*. .... at ..... *name and address of the Bank*. ....

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety five (95) percent of the Contract Price has been certified for payment, or on the .. day of .., .. \*\*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Employer's written request for such extension, such request to be presented to us, the Guarantor before the expiry of this Guarantee.

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

.....  
*Seal of Bank and Signature(s)*

**Note**

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

<sup>2</sup> Insert the expected expiration date of the Time for Completion.

# Draft format for Excise/Custom duty exemption

## TO WHOMSOEVER IT MAY CONCERN

### ESSENTIALITY CERTIFICATE

This is to certify that the work for \_\_\_\_\_ (Package No. & Name of work) \_\_\_\_\_ has been awarded to M/s \_\_\_\_\_(Name of Contractor) \_\_\_\_\_ amounting to \_\_\_\_\_(Amount of Contract Agreement)\_\_\_\_\_ only under the sustainable coastal management project and that this project has duly been approved by Government of India. The Project is funded by Asian Development Bank under loan agreement No.-----IND between Government of India and Asian Development Bank and is being implemented by the state of Maharashtra. It is certified that M/s\_\_\_\_\_ (Name of Contractor)\_\_\_\_\_ for the above project requires to purchase \_\_\_\_\_(Quantity of Material and name of material)\_\_\_\_\_under work \_\_\_\_\_(Package No. & Name of work) \_\_\_\_\_.

It is further certified that the aforesaid material is required for the execution of the said project.

The validity of this certificate is from \_\_\_\_\_ to \_\_\_\_\_.

Project Manager

Countersigned

Secretary, Finance  
Government of Maharashtra

**PART III      CONDITIONS OF CONTRACT AND  
CONTRACT FORMS**

## **Section 7 - General Conditions of Contract**

The General Conditions of Contract (GCC) that follow are the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Multilateral Development Bank Harmonized Edition March 2006, prepared by the Fédération Internationale des Ingénieurs-Conseil, or FIDIC (FIDIC MDB version 2006).

Any amendments and additions to the GCC, specific to the contract in hand, is introduced in Section 8 (Particular Conditions of Contract), Part A (Contract Data) and Part B (Special Provisions). Clause numbers in the PCC correspond to those in the GCC. As per GCC 1.5 (Priority of Documents), the PCC take precedence over the GCC.

Part A (Contract Data) of the PCC includes data to complement the GCC.

Part B (Specific Provisions), includes the amendments and additions to the GCC.