SAMPLE FORMS

SECTION II
ANNEXURE A
Form — A1
Anti-Collusion Certificate

We certify that this Bid is made in good faith and that we have not fixed or adjusted the amount of the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work.

a) Communicate to any person (outside this consortium, its professional and financial advisers, proposed financing banks and their professional and financial advisers) other than the MSTRDC or person duly authorized by it in that behalf the amount or approximate amount of the Bid or proposed Bid, except where the disclosure, in confidence, of the approximate amount of the Bid was necessary to obtain insurance premium quotations required for the preparation of the Bid.

b) Enter into any agreement with any person (outside this consortium) that they shall refrain from Bid, that they shall withdraw any Bid once Bided or vary the amount of any Bid to be submitted.

c) Pay, give or Bid to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this consortium) for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid for the work, any act or thing of the sort described at(a)or(b) above.

We further certify that the principles described in paragraphs above have been, or will be, brought to the attention of all sub-Contractors, suppliers and associated companies providing services or materials connected with the Bid and any contract entered into with such sub-Contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

[Signature]
Director

Contractor

- 135 -

Competent Officer
Dated this ............. Day of ................. Month of year ........

Name of the Applicant

Signature of the Designated Person

Name of the Designated Person

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work relation to which this Bid is made.

Note: In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For Ideal Road Builders Pvt. Ltd.

Contractor

Director

- 136 -

Competent Office
ANNEXURE A
Form A2
Attendance at the Pre-Bid Conference

MSRDC proposes to hold a Pre-Bid Conference on ............. at: ................

The undersigned hereby confirms that the Applicant will (.........) or will not (.........) attend the Pre-Bid Conference.

The number of representatives expected to attend Pre-Bid Conference is (.........) The name(s) of person(s) likely to attend/represent the Applicant are as follows:


(Not more than two individuals from each Applicant)

The undersigned hereby acknowledges that he/she understands that if the Applicant does not attend the Pre-Bid Conference, MSRDC is not obligated to respond to inquiries from the Applicant after the date of the Pre-Bid Conference.

Name of the Applicant ____________________________________________

Signature of the Designated Person __________________________________

Name of the Designated Person _______________________________________

Note: This form should be returned by letter or telefax with the original signature to the Executive Engineer, MSRDC, Mumbai at least three days before date of pre-Bid meeting.

Note: In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For [Road Builders Pvt. Ltd.]

[Signature]

Contractor

Director

Competent Officer
ANNEXURE A
Form A3
POWER OF ATTORNEY
(to be provided by each Consortium Member in favor of Leader on Rs.100/- stamp paper)

To Whomsoever It May Concern

WHEREAS we have decided to participate in the Bid proceedings for the MSRDC Lairing and Improvements of Mumbai - Pune Section of NH-4 (k.m. 131/20~ to k.m. 20/400) on self finance alongside Toll Collection and Operation and Maintenance on Mumbai-Pune section of N.H.4 and existing Mumbai Pune Expressway ("the Project") as a Member of Consortium i.e. (name of Consortium), we,
(name of the authorizing company) a company incorporated under the laws of, the registered address of which is hereby duly authorize the registered address of which is to lawfully represent and on our behalf as the Leader of the consortium to sign any Bid, conduct negotiations, sign contracts, incur liabilities' and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Project.

We hereby confirm that we are jointly and severally liable, together with the other members of the consortium, to the MSRDC for all of the obligations of the consortium in respect of our Bid for the Project, in accordance with this Bid document for the Project issued on ..................... and as amended prior to the date hereof.

IN WITNESS WHEREOF, we have hereunto set our respective hands this .................................. day of ..................... Month of year ......

SEALED HEREF

Name of the Applicant ............................................................
Signature of the Designated Person...........................................
Name of the Designated Person ..................................................

Notes:
Please provide the original on the stamp paper it not provided earlier. Please attach a copy if provided earlier.

In case of joint venture separate as well as combined form shall be submitted by the

[Bidder Road Builders Pvt Ltd.

Contractor ............................. 138............................. Competent Offi

Director
ANNEXURE A
Form A4
Power of Attorney
by the Applicant, Leader in favor of Designated Person(s)
(A maximum of two individuals.)
Dated ............... 

POWER OF ATTORNEY
To Whomsoever It May Concern

Shri ........................................ (Name of the person(s) domiciled at
........................................ Address) as
........................................ (Designation and name of the firm) and whose signature is
attested below, is hereby authorized on behalf of ........................................
(Name of the Bidder) to negotiate and settle terms and conditions, finalize, approve,
sign and execute agreements, documents, endorsements, writings etc. as may be
required by MSRDC for FOUR LANING AND IMPROVEMENTS OF MUMBAI - PUNE
SECTION OF NH-4 (K.M. 131/200 TO K.M. 20/400) ON SELF-FINANCE ALONGWITH
TOLL COLLECTION AND OPERATION AND MAINTENANCE ON MUMBAI-PUNE
SECTION OF N.H.4 AND EXISTING MUMBAI PUNE EXPRESSWAY and is hereby
further authorized to sign and file relevant documents in respect of the above.

(Attested – signature of Shri ........................................)
Signature of the Designated Person

Name of the Authorised Person

Name of the Applicant/Leader

Note:
Please provide the original on Rs.100/- stamp paper if not provided earlier. Please
attach a copy if provided earlier.

In case of joint venture separate as well as combined form shall be submitted by the
Bidder.

Contractor ...................................................
Director ...................................................
Competent Officer
ANNEXURE A
Form A5
Draft Covering Letter
(On Ledger or Applicant's Letterhead)

Executive Engineer
MSRDC
Mumbai 400036

Dear Sir,

Attached to this letter is the author., registered Power of attorney appointing me/us the designated person(s) appointing me/us to make these representations for and on behalf of Applicant in respect of the Proposal.

For and on behalf of the Applicant, I/We confirm:

1. The Bid by the Applicant to procure the Contract to implement the Project is in accordance with the terms and conditions of the documents and the Bid document by MSRDC.

2. We agree to sign the tender document enclosed with the Bid document and have initialed each page of it to convey our acceptance.

3. That if MSRDC accepts this Proposal we will procure that the Contractor will be formed by the time required by the Bid document with Sponsors owning at all times the proportion of the issued share capital in the Contractor as required by the Bid document.

4. Execute the Tender document in the form issued by MSRDC or in the form approved by MSRDC and provide the Performance Security as required by the Bid document.

For Ideal Road Builders Pvt. Ltd.

[Signature]

Contractor

Director

- 140 -

Competent Officer
5. That neither the Applicant nor any of its employees, officers, agents or representatives have engaged in any activity which directly or indirectly has, or is likely to have, the effect of lessening the competition between the Applicant(s) in connection with the Project.

6. That the Bid contained in the Proposal attached to this letter is firm, which will remain open for the Bid Validity Period, referred to in the Bid document, including any extension of the Bid Validity Period.

7. That MSRDC may by written notice extend the period of Validity of the Proposal and the Proposal attached to this letter and the Bid Security referred to will remain in full force and be valid for that extended period as per provisions of the Bid document.

8. That the Applicant accepts the terms and conditions in bid document for the selection process and undertakes to perform its obligations accordingly.

9. That attached to this letter is the Bid Security as required by the Bid document.

10. That we had received the Addendum / CSD dated ............... to the Bid document and confirm that the attached Proposal has been submitted in accordance with the Bid document and the Addendum / CSD (Only to be used in the event of clarifications and/or revisions being made by MSRDC)

Attached to this letter is a true copy of the MOU / Consortium Agreement between the parties constituting the Consortium.

All capitalized terms used in this letter have the same meaning as defined in the Request for Proposal issued by the MSRDC

Note : In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For King Road Builders Pvt. Ltd.

Contractor ........................................

Director .......................... 141

Competent Officer
ANNEXURE A
FORM- A6

SAMPLE FORM OF SECURITY FOR PERFORMANCE

In consideration of the Maharashtra State Road Development MSRDC Ltd., Mumbai (hereinafter referred to as "the MSRDC") having decided to entrust to Shri. , M/s. , (hereinafter referred to as "the Contractor") the work of "Four Laning and improvements on Mumbai - Pune Section of NH-4 (k.m. 131/200 to k.m. 20/400) on self-finance, alongside Toll Collection and Operation and Maintenance on Mumbai-Pune section of N.H.4 and existing Mumbai Pune Expressway " (hereinafter referred to as "the said work") on the terms and conditions of the Agreement dated the ___ day of ___ month ___ 2004 executed between the MSRDC of the One Part and the Contractor of the Other Part and SPV if any (hereinafter referred to as "the said Agreement") and on the terms and conditions specified in the terms and conditions of the Bid, Terms and conditions of contract, the acceptance of Bid, true and complete copies of the Bid submitted by the Contractor, the said Acceptance of Bid and the said Agreement are annexed hereto, the Contractor has agreed to furnish to the MSRDC a Guarantee on the Sum of Rs. ___/- (Rupees ___ only) as performance security for the due performance of the terms covenants and conditions of the said agreement, We ______________________ BANK LIMITED registered in India under ______________________ Act and having one of our local / Head Office at ______________________ do hereby Guarantee to the MSRDC.

i) Due performance and observance by the Contractor of the terms, covenants and conditions on the part of the Contractor contained in the said agreement, AND

For Local Road Builders Pvt. Ltd.

Director

Contractor

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Competent Officer
ii) Due and punctual payment by the Contractor to the MSRDC of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to the MSRDC by or from the Contractor by reason of or in consequence of any terms, covenants and conditions under or in respect of the said Agreement.

AND of the consideration afore said we do hereby undertake to pay to the MSRDC on demand the said sum of Rs.30,00,00,000/- (Rupee Thirty Crores Only) together with interest thereon at the rate of 18% per annum from the date of demand till payment or such lesser sum as may be demanded by the MSRDC from us and by way of indemnity on account of any loss or damage caused to or suffered by the MSRDC by reason of any breach, non-performance or default of Contractor of the terms, covenants, and conditions contained in the said Agreement or in the due and punctual payment of the moneys payable by the Contractor and not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding filed in any court or tribunal relating thereto our liability hereunder being absolute and unequivocal.

AND WE do hereby agree that

a) the guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the dues of the MSRDC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged and till the MSRDC certifies that the terms and the conditions of the said Agreement have been fully and properly carried out by the Contractor/s.

b) We shall not be discharged or released from liability under this Guarantee by reasons of

For: ________________

Contractor

Pvt. Ltd.

Director - __________

Competent Officer
i) any change in the constitution of the Bank or of the Contractor or
ii) any agreement entered into between MSRDC and the Contractor with or without our consent
iii) any forbearance or indulgence shown to the Contractor
iv) any variation in the terms, covenants or conditions contained in the said agreement
v) any time to the Contractor OR
vi) any other conditions or circumstances under which in law a surety would be discharged

c) Our liability hereunder shall be joint and several with that of the Contractor as if we were the principal debtors in respect of the said sum of Rs.30,00,00,000/- (Rupees Thirty Crores only) and

d) we shall not revoke this Guarantee during its currency except with the previous consent of the MSRDC Ltd, Mumbai in writing.

Provided always that notwithstanding hereinbefore contained our liability under this guarantee shall be limited to the sum of Rs.30,00,00,000/- (Rupees Thirty Crores Only) and shall remain in force until the day _____ of _____ i.e. for ____ months and unless a demand is made on us within a period of six months from the above said date, all rights of the MSRDC under this Guarantee shall stand forfeited and we shall be released and discharged from all liabilities hereunder.

IN WITNESS WHEREOF the common seal of _________ has been herein to affixed this ________ day of __________ The common seal of ___________ was pursuant to the resolution of the Board of Directors of the company dated the __________ day of ( month and year ) herein affixed in the presence of

For Ideal Road Build __________ Ltd.

Director

- Contractor

- Competent Officer
1) Shri. ___________________________ Signature:
2) Shri. ___________________________ Signature:

being respectively the Director and Secretary of the Company who in token thereof have here to set their respective hands in the presence of:

1) Shri. ___________________________ Signature:
2) Shri. ___________________________ Signature:
3) Shri. ___________________________ Signature:

For Ideal Road Bus Ltd.

Director

Contractor

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Competent Officer
1) Shri. _______________________________ Signature :
2) Shri. _______________________________ Signature :

being respectively the Director and Secretary of the Company who in token thereof have hereto set their respective hands in the presence of

1) Shri. _______________________________ Signature :
2) Shri. _______________________________ Signature :
3) Shri. _______________________________ Signature :

For Ideal Road Build - Ltd.

Contractor

Director

Competent Officer
ANNEXURE B
FORM B1
WORK SCOPE DECLARATION

We hereby declare that, the scope of work assumed to be executed by us in the project "FOUR LANING AND IMPROVEMENTS OF MUMBAI - PUNE SECTION OF NH-4 (K.M. 131/200 TO K.M. 20/400) ON SELF-FINANCE ALONGWITH TOLL COLLECTION AND OPERATION AND MAINTENANCE ON MUMBAI-PUNE SECTION OF N.H.4 AND EXISTING MUMBAI PUNE EXPRESSWAY", while submitting the mandatory proposal for the said project is as under.

The reference, drawings, design and specifications for each work in the project and maintenance/renewal standards will be as specified in the Bid document and directed by Independant Engineer and MSRDC Independent Engineer.

A) FOUR LANNING AND IMPROVEMENT WORK ON N.H.4

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>DESCRIPTION OF &quot;FACILITY TO BE PROVIDED BY CONTRACTOR&quot; AND REFERENCE FOR FURTHER DETAILS</th>
<th>MINIMUM QUANTITY OF FACILITY TO BE PROVIDED BY THE CONTRACTOR AS PER BID DOCUMENT</th>
<th>MINIMUM QUANTITY OF FACILITY BIDDED BY THE CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>QUANTITY</td>
<td>UNIT</td>
</tr>
<tr>
<td>1</td>
<td>Four lanning with concentric widening from Shilpata to Kalamboli km 131/200 to km 115/800 and from Kusgaon connector to Indrayani bridge km 60/800 to km 51/000 including median verge 0.6 m wide with provision of light barriers and road furniture.</td>
<td>25.2</td>
<td>km</td>
</tr>
<tr>
<td>2</td>
<td>Four lanning from Chowk to khalapur connector with separate 2 lane carriageway from km 94/500 to km 84/200 and from kamshet to Dehu road km 49/00 to 26/700, land scaping in median verge and CD works, strengthening of existing carriageway and road furniture.</td>
<td>32.6</td>
<td>km</td>
</tr>
</tbody>
</table>

Competent Officer: Ideal Road Builders Pvt. Ltd.

Director
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Major bridges</td>
<td>4</td>
<td>No.</td>
</tr>
<tr>
<td>4</td>
<td>Minor bridges</td>
<td>17</td>
<td>No.</td>
</tr>
<tr>
<td>5</td>
<td>CD works/slab drains</td>
<td>164</td>
<td>No.</td>
</tr>
<tr>
<td>6</td>
<td>ROB</td>
<td>1</td>
<td>No.</td>
</tr>
<tr>
<td>7</td>
<td>Junction improvements</td>
<td>18</td>
<td>No.</td>
</tr>
<tr>
<td>8</td>
<td>Rock cutting in kamshet ghat</td>
<td>1.5</td>
<td>km</td>
</tr>
<tr>
<td>9</td>
<td>Arboriculture</td>
<td>57.8</td>
<td>km</td>
</tr>
<tr>
<td>10</td>
<td>Toll plaza</td>
<td>4</td>
<td>No.</td>
</tr>
<tr>
<td>11</td>
<td>Foot over bridges</td>
<td>3</td>
<td>No.</td>
</tr>
<tr>
<td>12</td>
<td>Railing at village junctions</td>
<td>3600</td>
<td>Rmt</td>
</tr>
<tr>
<td>13</td>
<td>Foot paths at village junctions</td>
<td>1080</td>
<td>Sqm</td>
</tr>
<tr>
<td>14</td>
<td>Service Roads</td>
<td>3</td>
<td>km</td>
</tr>
<tr>
<td>15</td>
<td>Built up Gutters</td>
<td>6300</td>
<td>Rmt</td>
</tr>
<tr>
<td>16</td>
<td>Metal Beam Crash barriers</td>
<td>3900</td>
<td>Rmt</td>
</tr>
<tr>
<td>17</td>
<td>Concrete Crash Barriers</td>
<td>100</td>
<td>Rmt</td>
</tr>
<tr>
<td>18</td>
<td>Bus Bays/Truck lay byes</td>
<td>18</td>
<td>No.</td>
</tr>
<tr>
<td>19</td>
<td>Gantry at junctions</td>
<td>18</td>
<td>No.</td>
</tr>
<tr>
<td>20</td>
<td>Beautification, landscaping, providing artifacts in the project facility fixed sum</td>
<td>Rs. 10.00 Crs.</td>
<td>L.S.</td>
</tr>
<tr>
<td>21</td>
<td>Improvements by Strengthening:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>B.T. Treatment</td>
<td>58</td>
<td>Km</td>
</tr>
<tr>
<td>b)</td>
<td>Concreting</td>
<td>1.5</td>
<td>Km</td>
</tr>
<tr>
<td>22</td>
<td>Utility shifting fixed sum</td>
<td>Rs.5.00 Crs.</td>
<td>L.S.</td>
</tr>
</tbody>
</table>

**B) VALUE ADDITION WORKS ON CONNECTORS**

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>DESCRIPTION OF &quot;FACILITY TO BE PROVIDED BY CONTRACTOR&quot; AND REFERENCE FOR FURTHER DETAILS</th>
<th>MINIMUM QUANTITY OF FACILITY TO BE PROVIDED BY THE CONTRACTOR AS PER BID DOCUMENT</th>
<th>MINIMUM QUANTITY OF FACILITY BIDDED BY THE CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>QUANTITY</td>
<td>UNIT</td>
</tr>
<tr>
<td>1</td>
<td>Shedung Connector widening to four lanes including structures</td>
<td>1.600</td>
<td>Km</td>
</tr>
<tr>
<td>2</td>
<td>Khilapur Connector strengthening with full crust and widening to four lanes</td>
<td>3.500</td>
<td>Km</td>
</tr>
<tr>
<td>3</td>
<td>Urse Connector Strengthening after defect liability period is over</td>
<td>1.886</td>
<td>Km</td>
</tr>
<tr>
<td>4</td>
<td>Somathane Connector Strengthening</td>
<td>1.282</td>
<td>Km</td>
</tr>
</tbody>
</table>
## C) VALUE ADDITION WORKS ON MPEW

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>DESCRIPTION OF “FACILITY TO BE PROVIDED BY CONTRACTOR” AND REFERENCE FOR FURTHER DETAILS</th>
<th>MINIMUM QUANTITY OF FACILITY TO BE PROVIDED BY THE CONTRACTOR AS PER BID DOCUMENT</th>
<th>MINIMUM QUANTITY OF FACILITY BIDDED BY THE CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>QUANTITY</td>
</tr>
<tr>
<td>1</td>
<td>Construction of compound wall and in lieu of fencing</td>
<td>5570</td>
<td>Rmt</td>
</tr>
<tr>
<td>2</td>
<td>Providing Cattle traps</td>
<td>24</td>
<td>Nos.</td>
</tr>
<tr>
<td>3</td>
<td>Providing Metal Beam Crash Barriers as per Accident Prevention Committee report</td>
<td>15152</td>
<td>Mtr.</td>
</tr>
<tr>
<td>4</td>
<td>Nala Training</td>
<td>1.12</td>
<td>km</td>
</tr>
<tr>
<td>5</td>
<td>Extension of existing C.D work (Box culvert)</td>
<td>1</td>
<td>No.</td>
</tr>
<tr>
<td>6</td>
<td>Widening of Existing Bridge</td>
<td>1</td>
<td>No.</td>
</tr>
<tr>
<td>7</td>
<td>Concrete Crash Barriers in Ghat</td>
<td>3500</td>
<td>Rmt</td>
</tr>
<tr>
<td>8</td>
<td>Road Furniture - boards, cats eyes, Thermoplastic paint etc.</td>
<td>20</td>
<td>km</td>
</tr>
<tr>
<td>9</td>
<td>Way side plantation</td>
<td>100000</td>
<td>No.</td>
</tr>
<tr>
<td>10</td>
<td>Replacement of damaged wearing course by DBM and mastic</td>
<td>120000</td>
<td>Sqm</td>
</tr>
<tr>
<td>11</td>
<td>Redoing of Paved shoulders</td>
<td>150000</td>
<td>Sqm</td>
</tr>
<tr>
<td>12</td>
<td>Land scaping and beautification of Median</td>
<td>76000</td>
<td>Sqm</td>
</tr>
<tr>
<td>13</td>
<td>Painting of concrete crash barriers</td>
<td>10000</td>
<td>Rmt</td>
</tr>
<tr>
<td>14</td>
<td>New Jersy type crash barrier at Toll Plazas</td>
<td>520</td>
<td>Rmt</td>
</tr>
<tr>
<td>15</td>
<td>Slip road and parking at sajgaon A and B, Parandwadi, Kusgaon, Dongergaon, Urse, Arivali food malls</td>
<td>3</td>
<td>Km</td>
</tr>
<tr>
<td>16</td>
<td>Service roads to ODR standard</td>
<td>15</td>
<td>Km</td>
</tr>
<tr>
<td>17</td>
<td>Retaining wall and parking</td>
<td>100</td>
<td>Rmt</td>
</tr>
</tbody>
</table>

For Ideal Road Builders Pvt. Ltd.

Contractor

Director

Competent Officer
Name of the Applicant

__________________________

Signature of the Designated Person

__________________________

Name of the Designated Person

Note: Bidders are not supposed to mention cost and its factors directly or indirectly anywhere in this form.

Note: In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For Ideal Road Builders Pvt. Ltd.

__________________________

Director

Contractor

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Competent Officer
ANNEXURE B
FORM B2
Project Appreciation Report

We hereby declare that, we made ourselves thoroughly conversant with the sub-soil conditions and the local conditions regarding all materials such as stone, murum, sand etc.) and labor on which we have based our proposal for the works involved in this project.

The specifications, conditions, bore results, geology of the area, the traffic and its expected growth and lead of materials required on the works of this project have been carefully studied and understood by us before submitting this Bid.

We undertake to use only the best materials approved by the Engineer-in-charge or his duly authorized assistants, before starting the work and to abide by his decision. We further submit that our Bid is unconditional.

________________________
Name of the Applicant

________________________
Signature of the Designated Person

________________________
Name of the Designated Person

Note: In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For Ideal Road Builders Pvt. Ltd.

Director

Competent Officer
## ANNEXURE B

**FORM B3**

**Details of Key Personnel**

We hereby assure that, following key personnel will be deployed by us as our regular staff members on the project for its timely completion as per specifications laid down by Independent Engineer and MSRDC.

<table>
<thead>
<tr>
<th>GR. NO</th>
<th>CATEGORY AND TOTAL PERSONNEL IN THIS CATEGORY</th>
<th>SR. NO</th>
<th>NAME OF PERSON ALONG WITH PROPOSED DESIGNATION AND TIME INVOLVEMENT</th>
<th>AREA OF EXPERTISE</th>
<th>EDUCATIONAL QUALIFICATION</th>
<th>YEARS OF EXPERIENCE</th>
<th>PROJECTS HANDLED</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Highway Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Material Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Traffic and transport planner</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>D.</td>
<td>Quantity surveyors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Topographic surveyors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>Project management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td>Structural Designers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H.</td>
<td>Quality assurance team</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For [Contractor's Name] Builders Pvt. Ltd.

Director: 151

Competent Officer: 151
Name of the Applicant

Signature of the Designated Person

Name of the Designated Person

Note: attach CV of the persons mentioned above along with their sign and commitment to accept and complete this assignment as per terms and conditions stipulated in the tender document.

Note: In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For Ideal Road Builders Pvt Ltd.

[Signature]

Director

Contractor

Competent Officer
ANNEXURE B
FORM B4
Details of Consultants

We hereby propose to engage following consultants (may be individual or company) as our technical panel on the project for its timely completion as per specifications laid down by Independent Engineer and MSRDC.

<table>
<thead>
<tr>
<th>GR.NO</th>
<th>CATEGORY AND TOTAL PERSONNEL IN THIS CATEGORY</th>
<th>SR. NO.</th>
<th>NAME OF PERSON ALONG WITH PROPOSED DESIGNATION AND TIME INVOLVEMENT</th>
<th>AREA OF EXPERTISE</th>
<th>EDUCATIONAL QUALIFICATION</th>
<th>YEARS OF EXPERIENCE</th>
<th>PROJECTS HANDLED</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Highway Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Material Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Traffic and transport planner</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>Quantity surveyors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Topographic surveyors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>Project management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td>Structural Designers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H.</td>
<td>Quality assurance team</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Name of the Applicant

Signature of the Designated Person

Name of the Designated Person

Note: attach CV of the persons mentioned above along with their sign/Letter of Association (in case of consultancy firm) and commitment to accept and complete this assignment as per terms and conditions stipulated in the tender document.

Note: In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For Ideal Road Builders Pvt Ltd.

[Signature]

Director

Contractor

- 154 -

Competent Officer
ANNEXURE B
FORM B5
Details of plant and machinery

We hereby assure that, following plant and machinery will be deployed by us on the project for its timely completion as per specifications laid down by Independent Engineer and MSRDC.

<table>
<thead>
<tr>
<th>GR. NO</th>
<th>CATEGORY AND TOTAL NUMBER OF MACHINERY IN THIS CATEGORY</th>
<th>SR. NO</th>
<th>DETAILS OF MACHINERY SUCH AS OWNER, MAKE YEAR OF MANUFACTURE AND REGISTRATION NUMBER</th>
<th>PRESENT STATUS OF MACHINERY ALONG WITH LOCATION</th>
<th>CAPACITY SPECIFICATIONS OF THE MACHINERY</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Poclain, JCB, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Dozers, dumpers, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Hot mix plants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>Sensor pavers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Rollers, vibratory rollers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>Batch mix plants for concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td>Other earthwork and road work machinery</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H.</td>
<td>Other relevant construction machinery and formwork</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Issue No. ____________________________

[Signatures]

Contractor: ____________________________

Director: 155 - ____________________________

Competent Officer: ____________________________
Name of the Applicant

Signature of the Designated Person

Name of the Designated Person

Note: attach relevant documents of ownership of the plants and machinery mentioned above.

Note: In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For Ideal Road Builders Pvt. Ltd.

Director

Contractor

- 156 -

Competent Officer
ANNEXURE B
FORM B6

Details of sub-Contractors

We hereby assure that, following plant and machinery will be deployed by our enlisted sub-Contractors on our behalf on the project for its timely completion as per specifications laid down by Independent Engineer and MSRDC.

<table>
<thead>
<tr>
<th>GR. NO</th>
<th>CATEGORY AND TOTAL NUMBER OF MACHINERY IN THIS CATEGORY</th>
<th>SR NO</th>
<th>DETAILS OF MACHINERY SUCH AS OWNER, MAKE YEAR OF MANUFACTURE AND REGISTRATION NUMBER</th>
<th>PRESENT STATUS OF MACHINERY ALONG WITH LOCATION</th>
<th>CAPACITY SPECIFICATIONS OF THE MACHINERY</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Poclain, JCB etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Dozers, dumpers etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Hot mix plants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>Sensor pavers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Rollers, vibratory rollers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>Batch mix plants for concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td>Other earthwork and road work machinery</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H.</td>
<td>Other relevant construction machinery and forms etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For:[Signature] [Pvt. Ltd.]

Contractor [Signature] - 157 - Competent Officer
Name of the Applicant

Signature of the Designated Person

Name of the Designated Person

Note: attach relevant documents of ownership and Letter of Association of the sub-Contractors possessing plants and machinery mentioned above.

Note: In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For Ideal Road Builders Pvt. Ltd.

[Signature]

Director

[Signature]

Contractor

[Signature]

Competent Officer
ANNEXURE B

FORM B7

Project Work Schedule

Following brief activity wise schedule is necessary to observe so as to complete the project within two years after commencement of work:

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>ACTIVITY</th>
<th>MONTHLY EXECUTION SCHEDULE</th>
<th>% COMPLETION IN FIRST YEAR</th>
<th>% COMPLETION IN SECOND YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Earth work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Sub - Base and Base</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Black topping</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Structural widening</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Other miscellaneous</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

Bidders are not supposed to mention cost and its factors directly or indirectly anywhere is this form.

The total length can be subdivided into priority areas to be tackled, if necessary.

Note: In case of joint venture separate as well as combined form shall be submitted by the Bidder.

For Ideal Road Eater Ltd.

Director

Contractor

Competent Officer
**ANNEXURE C**

**FORM – C1**

(Details of Financial Arrangements)

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>BANKERS NAME</th>
<th>DETAILS OF THE FINANCIAL ARRANGEMENTS PROPOSED FOR THE WORK</th>
<th>AMOUNT (RS. IN CRS.)</th>
<th>REMARKS</th>
</tr>
</thead>
</table>

Note: In case of Joint Venture separate as well as combined form shall be submitted by the bidder.

*For Ideal Road Builders, Pvt. Ltd.*

Director

- 160 -

Competent Officer
ANNEXURE C
FORM – C2
SAMPLE FORM OF COMFORT LETTER

To,
Maharashtra State Road Development
MSRDC Limited
Priyadarshini Park,
Nepeansea Road,
Mumbai – 400 036.

Sub: "FOUR LANING AND IMPROVEMENTS OF MUMBAI - PUNE SECTION OF NH-4 (K.M. 131/200 TO K.M. 20/400) ON SELF-FINANCE ALONGWITH TOLL COLLECTION AND OPERATION AND MAINTENANCE ON MUMBAI-PUNE SECTION OF N.H.4 AND EXISTING MUMBAI-PUNE EXPRESSWAY",

Dear Sir,

This has reference to the request made by M/s. _______________ vide their letter No. _____ dated ________ 2003 in respect of their bidding for the 4-laning and improvement of N.H.4 (Mumbai-Pune road) from k.m. 131/200 to k.m.20/400 with right to collect tolls on both the Mumbai-Pune Expressway and N.H.4 under a concession from Maharashtra State Road Development MSRDC (MSRDC) by making payment(s) to MSRDC as per the specified schedule, and Operation and Maintenance of both the facilities during the Contract Period of (15) years.

We are in-principle agreeable to consider providing and/or arranging the financial assistance to M/s. _______________ or their SPV company for the aforesaid project, subject to satisfactory completion of due diligence and internal credit processes and approvals.

Yours faithfully,

[Signature]

[Name]

Director

Competent Officer
ANNEXURE C  
FORM – C3  

(Details of Self finance works completed during the last 3 years.)

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>NAME OF WORK</th>
<th>DATE OF START</th>
<th>DATE OF COMPLETION</th>
<th>COMPLETED COST OF THE WORK (RS. IN CRS.)</th>
<th>FINANCIAL YEAR IN WHICH THE WORK IS COMPLETED</th>
<th>PROJECTED COST AS ON 31/03/2003 (RS. IN CRS.)</th>
<th>DESIGNATION OF THE COMPETENT AUTHORITY ISSUING THE COMPLETION CERTIFICATE</th>
<th>DATE OF ISSUE OF THE CERTIFICATE</th>
<th>REMARKS</th>
</tr>
</thead>
</table>

Note: In case of Joint Venture separate as well as combined form shall be submitted by the Bidder.

For Ideal Road Builders Pvt. Ltd.

[Signature]  
Director
**ANNEXURE C**

**FORM – C4**

(Details of Self finance works in hand)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
<th>Date of Start</th>
<th>cost of the completed portion at 2003 level (Rs. in Crs.)</th>
<th>cost of the balance portion at 2003 level (Rs. in Crs.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: In case of Joint Venture separate as well as combined form shall be submitted by the bidder.

For Ideal Road Builders Pvt. Ltd.

[Signature]

Contractor | Director | Competent Officer
ANNEXURE D
SAMPLE FORM OF AGREEMENT

This Agreement made at Mumbai on this ------------ day of --------------.

BY AND BETWEEN

The Maharashtra State Road Development MSRDC Limited, (MSRDC Ltd) a
Government Company (A Government of Maharashtra Undertaking) incorporated under
the Companies Act, 1956 (Act 1 of 1956), having its registered office at Priyadarshini-
Park, Nepean Sea Road, Mumbai 400 036 (hereinafter referred to as "the MSRDC",
which expression shall unless the context does not admit or requires otherwise, shall
mean and include its successors or assigns) of the FIRST PART.

AND

M/s ______________________) a private company incorporated under the Companies
Act, 1956 (Act 1 of 1956) having its registered office ______________________(hereinafter
referred to as "the CONTRACTOR" which expression shall, unless the context does not
admit or requires otherwise shall mean and include its successors and assigns) of the
SECOND PART.

AND

M/s ______________________, a private company incorporated under the Companies Act, 1956,
(Act 1 of 1956) having its registered office at ______________________ (hereinafter
referred to as "the Special Purpose Vehicle SPV)" which expression shall unless the
context does not admit or requires otherwise, shall mean and include its successors and
assigns) of the THIRD PART.

WHEREAS the MSRDC is a Company incorporated under the Indian Companies Act,
1956 and is owned by the Government of Maharashtra as defined in Section 617 of the

For Ideal Road Builders Pvt. Ltd.

Contractor

Director

Competent Officer
AND WHEREAS under the provisions of Section 20 of the Bombay Motor Vehicles Tax Act, 1958 (Bombay Act LXY of 1958) (hereinafter referred to as "the Said Act"), the Toll Road and Bridge act 1875 and the Central Act No. XY of 1864, the Government of Maharashtra is empowered to levy and collect toll on Motor Vehicles and trailers drawn by such vehicles;

AND WHEREAS under the provisions of the said Act, the Government of Maharashtra issued Notifications No. ———— dated ———— and published in Government of Maharashtra Gazette No. ———— dated ———— has levied toll on all vehicles passing through the Section or Sections of Mumbai Pune Expressway and authorized the MSRDC to collect and retain the toll collected for a period ———— years (hereinafter collectively referred to as "the Sections of the Road").

AND WHEREAS with a view to select and appoint suitable Contractor/s to collect toll levied at the above said sections of the roads the MSRDC had invited Bids by publishing advertisement in newspapers;

AND WHEREAS the Bid made by ———— for collection of toll at the said section of roads for a period of 15 years to be reckoned from the date of authorization by the MSRDC to collect the toll has been accepted by the MSRDC and the MSRDC has agreed to appoint ———— as Contractor for the purpose of terms and conditions as hereinafter contained at or for a total consideration of Rs. ———— crores only (Rupees ———— crores only) as a lump-sum upfront payment and issued a letter of acceptance vide MSRDC's letter No: ———— Dated ———— addressed to ————, a copy whereof is annexed hereto and marked as Annexure 1.

AND WHEREAS the Contractor has with the concurrence of the MSRDC has appointed M/S. ———— as the Special Purpose Vehicle (SPV).

For Ideal Road Builders PVT. LTD.

Director

Competent Officer
AND WHEREAS separate agreement has been executed between  and  dated  to implement the aforesaid contract to whom all rights and benefits of this contract are agreed to be assigned.

AND WHEREAS the Contractor had by their Letter No.  dated  as required by one of the terms and conditions of the contract, deposited with the MSRDC on  as and by way of Performance Security a sum of Rs. 30,00,00,000/- Crores (Rupees Thirty crores only) in the form of 10 Bank Guarantees each for the sum of Rs. 2,00,00,000/- (Rupees Two Crores only) valid for the period as per terms and conditions of contract for due observance and performance of terms and conditions and obligations hereinafter contained or incidental thereto by the Contractor/the SPV, as the case may be.

AND WHEREAS it has been agreed that the above said sums deposited by the Contractor shall not carry any interest;

AND WHEREAS the Contractor has generally undertaken to abide by all the terms and conditions, directions, and suggestions as contained in the set of Bid document (Volume I, Volume II, Volume III, Volume IV, Volume V and Volume VI, common set of Deviations, and Letter of Acceptance.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) Appointment/Authorization.

1. In consideration of the premises and, in consideration of payment of Rs.  Crores (Rupees crores only) as and by way of lump sum up-front consideration as stipulated hereinafabove, to be made by the SPV on behalf of the Contractor to the MSRDC on or before , the MSRDC doth hereby

For Ideal Road Builders Pvt. Ltd.

Director

Competent Officer
appoint the Contractor and the Contractor doth hereby agree and accept to act as the Contractor of the MSRDC to collect the toll on specified vehicles, and trailers drawn by such vehicles passing over or through the said sections of the roads for a period of 156 weeks from the date of authorization of the Contractor by the MSRDC in writing to collect the said toll.

2. In furtherance of the above, the MSRDC has agreed to hand over the toll gates/project sites along with such kiosks and other constructions belonging to it and necessary to safeguard proper implementation of toll collection scheme on

3. The MSRDC hereby agrees to issue the requisite authorisation in writing unconditionally authorizing and empowering the Contractor, its agents, servants including the SPV to collect toll from all the specified vehicles and trailers drawn by such vehicles seeking entry or exit through the toll site at the rates prescribed in this behalf by the Government of Maharashtra and / or MORT&H (Govt. of India) notified from time to time. The rates for different Toll centers presently in force are set out in Part 'B' of Schedule II hereunder written.

4. Contractors Covenants:

The Contractor hereby expressly agrees and undertakes that:

(i) The Bid, the terms and conditions of contract and, the letter of acceptance and any other document forming part of the contract and each and every part thereof shall be binding upon the Contractor and shall govern the relationship between the Contractor and the MSRDC. If any inconsistency occurs between the express provision of this contract and other stipulations

For

P & B

Pvt. Ltd.

Director

Competent Officer
elsewhere this contract provisions shall prevail. It is further agreed that if there is inconsistency inter alia in the meaning of two similar stipulations, the same shall be resolved by referring the inconsistency to the Vice Chairman and Managing Director of the MSRDC whose decision will prevail and govern the relationship.

(ii) The Contractor hereby expressly agrees that other terms and conditions, in particular, about the procedure or the manner of performance of the agreement and such other aspects not specifically provided in this contract document shall be regulated by clear cut written instructions issued by the MSRDC or its authorized officer in this behalf from time to time.

(iii) (a) If the existing rates of toll levied on the specified vehicles are varied at any time during the subsistence of this agreement, it is mutually agreed that there would be corresponding revision in the amount of agreed consideration either by way of payment or recovery as per the terms and conditions of the contract. The decision of the Vice Chairman and Managing Director of the MSRDC in this respect shall be final and binding on the Contractor. The revision i.e. payment or recovery from the Contractor as the case may be being consequential, it will not give any party any right to terminate the contract.

(b) After the revision is carried out, it will be lawful for the MSRDC to demand corresponding rise or fall in the contract amount as also the installments, if any, to be paid by the Contractor for the remaining period of contract. This agreement to that extent shall be deemed to have been amended.

For Ideal Road Builders Pvt. Ltd.

[Signature]

Contractor

[Signature]

Director

[Signature]

Competent Officer