



BIDDING DOCUMENT

for

Design/Engineering, Construction, Commissioning of Pump Station and Reservoir at Harohalli and Tataguni with Operations and Maintenance of Seven (7) Years

(DBO Package – BWSSP/JICA/CP-04)

International Competitive Bidding (ICB)

Volume 1

JULY 2019

Employer: Bangalore Water Supply and Sewerage Board

Country: India

Project: JICA Assisted Bengaluru Water Supply & Sewerage Project
(Phase III)

Loan No.: ID-P266

Project Management Consultants

Oriental Consultants Global Co. Ltd., Japan (OC Global),
NJS Engineers India Pvt. Ltd. (NJSEI)
Tata Consulting Engineers Ltd. (TCE)
In Association with Black & Veatch (BV)

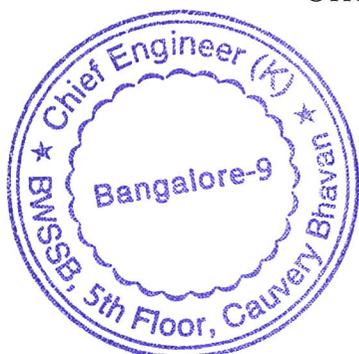


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Invitation for Bids

Date: March xx, 2019

Loan Agreement No: ID-P266

IFB No: BWSSB/CE (K)/ACE (K)-1/.....

Reference Identification No: BWSSP/JICA/CP-04

1. The Bangalore Water Supply and Sewerage Board through Government of Karnataka (GOK) has received a loan from Japan International Cooperation Agency (JICA) towards the cost of Bengaluru Water Supply & Sewerage Project – (Phase 3). It is intended that part of the proceeds of this loan will be applied to eligible payments under the Contract for the Design/Engineering, Construction and Commissioning of Pump Station and Reservoir at Harohalli and Tataguni with Operation and Maintenance (O&M) of 7 years (DBO Package No. BWSSP/JICA/CP-04)
2. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement. The original Bid Security shall be submitted in an envelope having inscription of project name, package name and Bidder information and shall be submitted along with the Technical Bid envelope to the address/time and date given as per Bid Data Sheet (BDS)
3. The Bangalore Water Supply and Sewerage Board (BWSSB) now invites sealed Bids from eligible Bidders Design/Engineering, Construction and Commissioning of Pump Station and Reservoir at Harohalli and Tataguni with Operation and Maintenance (O&M) of 7 years (DBO Package No. BWSSP/JICA/CP-04), hereafter referred to as “the Works”. International Competitive Bidding (ICB) will be conducted in accordance with JICA's “*Single-Stage Two Envelope*” Bidding Procedure.
4. Interested eligible Bidders may obtain further information from the office of the Chief Engineer (K), BWSSB, 5th Floor, Cauvery Bhavan, K.G. Road, Bengaluru, 560 009. Tel: +91-80-2294-5103, Fax:+91-80-2294-5103, Email: cecd@bwssb.gov.in. Also, for the reference purpose only, Bidding documents are available on the website, <http://eproc.karnataka.gov.in>. In the event of any discrepancy between the



downloaded copy and the original purchased copy, as stipulated in Para 5, the original shall prevail.

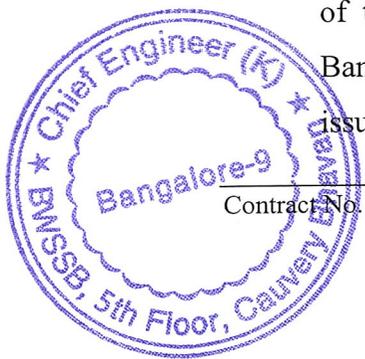
5. A complete set of the Bidding Documents may be purchased by submitting request letter along with a demand draft in the name of Chairman, Bangalore Water Supply & Sewerage Board, in the amount of Rs, 25,000 plus 5% GST (Rs.26,250/-). The non-refundable fees for Tender documents shall be paid in the form of Bank Draft issued by any Scheduled Bank approved by RBI in favour of, Chairman, BWSSB.

The downloaded copy shall be used for information only but not for submission of Bid.

6. The provisions in the Instructions to Bidders (ITB) and in the General Conditions of Contract (GC) are the provisions of the Standard Bidding Documents for the Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor SBD (Design Build) under Japanese ODA Loans and the GC is as per: Conditions of Contract for Design, Build and Operate Projects (First Edition 2008), (hereafter "FIDIC Gold Book") prepared by the International Federation of Consulting Engineers..
7. Bids (Technical and Financial) Original + 2 Copies, must be delivered to the address given above (in para 4) on or before the date and time specified in the schedule below and must be accompanied by a Bid Security of an amount of INR 72,000,000 (INR Seventy Two Million) as indicated in BDS 21.1. Bidding Schedules are:

Start Date & Time for purchase of bid Documents	12/07/2019	at 10:00 hrs
Last date & time for purchasing Tender documents	16/09/2019	at 15:00 hrs
Deadline of Submission of Bids	17/09/2019	at 15:00 hrs
Date / time of opening of Technical Bids	17/09/2019	at 15:30 hrs

8. A pre-bid meeting will be held in accordance to Para 7.4 of the ITB at the office of the Chief Engineer (K), BWSSB, 5th Floor, Cauvery Bhavan, K.G. Road, Bangalore, 560 009 on 06/08/2019. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.



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9. Technical Bids will be opened in the presence of Bidders' representatives who choose to attend at the office of the Chief Engineer (K), BWSSB, 5th Floor, Cauvery Bhavan, K.G. Road, Bangalore, 560 009 on 17/09/2019.

Bangalore Water Supply and Sewerage Board

Office of the Chief Engineer (K)

BWSSB, 5th Floor,

Cauvery Bhavan, K.G. Road,

Bengaluru - 560 009.

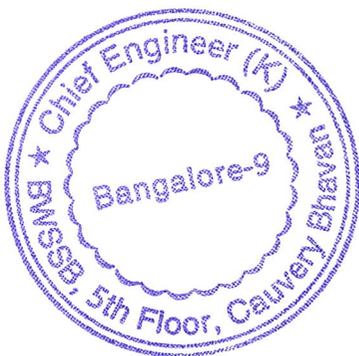
Tel: +91-80-2294-5103

Fax:+91-80-2294-5103

Email:cecd@bwssb.gov.in



PART 1 - Bidding Procedure (Single Stage Two Envelope)



Single-Stage Two-Envelope Bidding

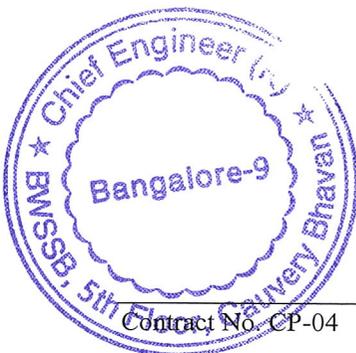
Section I

Instructions to Bidders

The Instructions to Bidders governing this bidding process are the “Instructions to Bidders included in **Option A**, Single-Stage Two-Envelope Bidding, Section I,” of the Standard Bidding Documents for “Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor SBD (Design Build) (Trial Version) published by JICA in July 2015.” Those Instructions to Bidders are available on the JICA’s web site shown below:

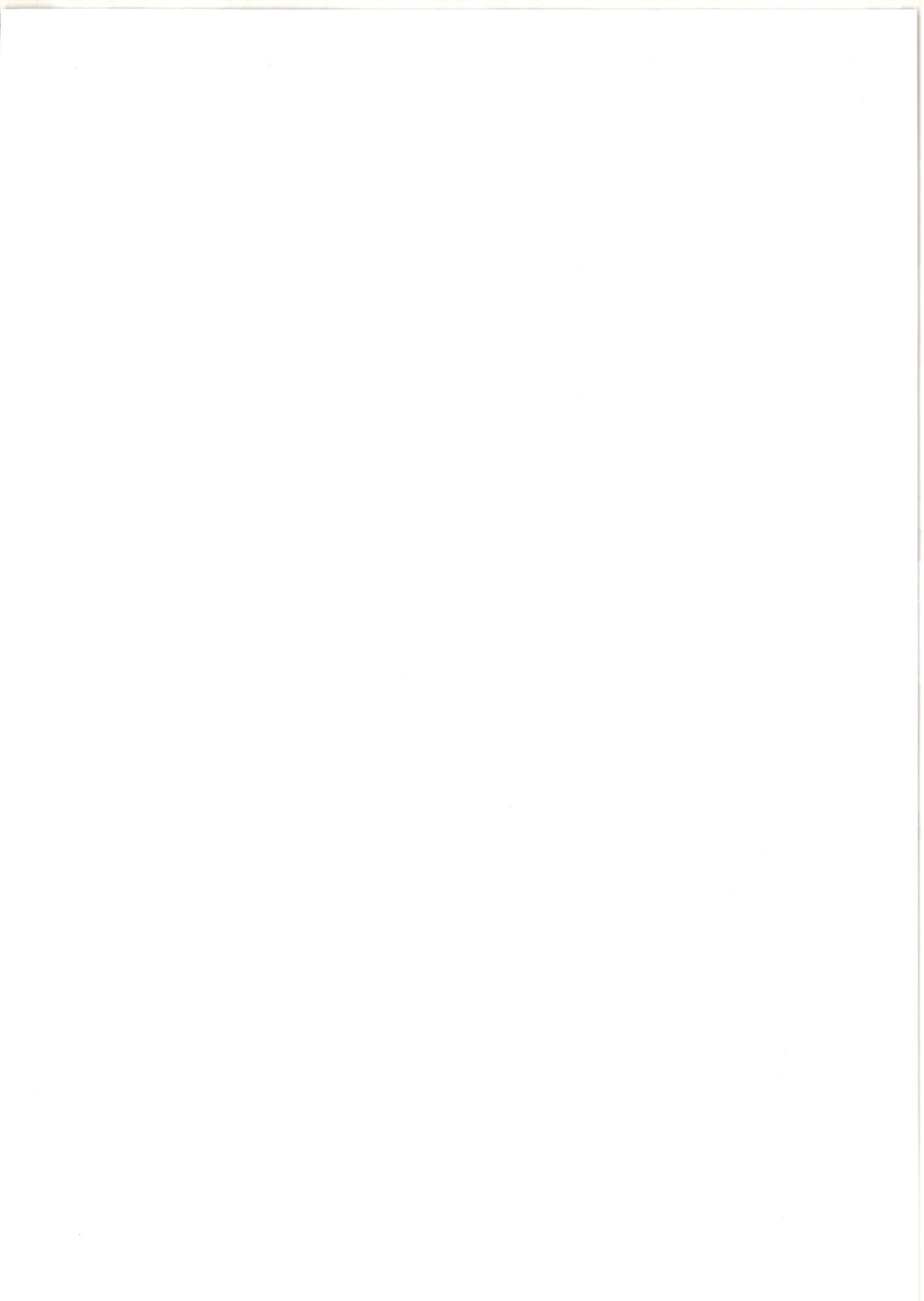
http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html

A copy of the Instructions to Bidders is not attached to these Bidding Documents.



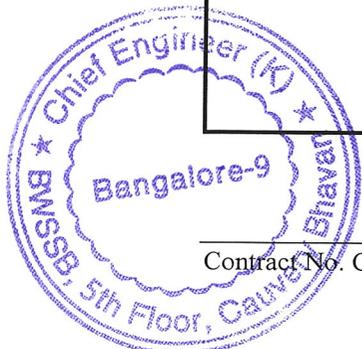
Section II Bid Data Sheets



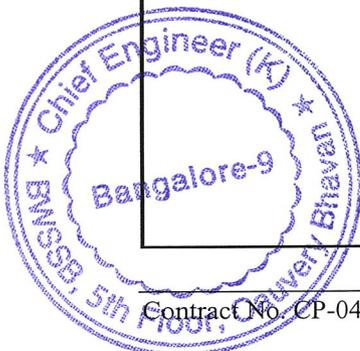


Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is: BWSSP/JICA/CP-04
ITB 1.1	The Employer is: Bangalore Water Supply and Sewerage Board
ITB 1.1	Bidders Design/Engineering, Construction and Commissioning of Pump Station and Reservoir at Harohalli and Tataguni with Operation and Maintenance (O&M) of 7 years (DBO Package No. BWSSP/JICA/CP-04),
ITB 2.1	The Borrower is: The President of India
ITB 2.1	The number of the Loan Agreement is: ID-P266 The amount of a Japanese ODA Loan is: 45,000 Million Yen (Tranch 1) The signed date of the Loan Agreement is: January 24 th 2018
ITB 2.1	The name of the Project is: Bengaluru Water Supply and Sewerage Project (Phase 3)
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: April 2012
ITB 3.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
ITB 4.5	This bidding is not subject to prequalification
B. Bidding Documents	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Chief Engineer (K) Street Address: BWSSB, Cauvery Bhavan Floor/Room number: 5 th Floor, Room No. 501 City: Bengaluru, Karnataka ZIP Code: 560 009 Country: India Telephone: +91-80-2294-5103 Facsimile number: +91-80-2294-5103 Electronic mail address: cecd@bwssb.gov.in



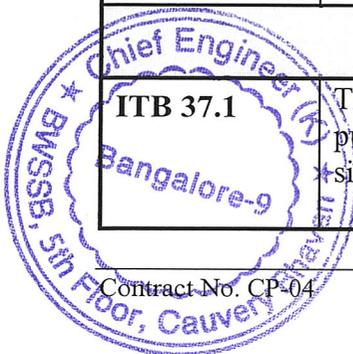
ITA 7.1	Responses to any request for clarification, if any, will be published on the Employer's web page indicated below. Web page: www.bwssb.gov.in
ITB 7.4	A pre-bid meeting will take place at the following date, time and place: Date:06/08/2019 Time: 11:00 a.m. Place: BWSSB, 5 th Floor Cauvery Bhavan, Conference Room A site visit conducted by the Employer will be organized on 07/08/2019 only on request by Bidder.
ITB 8.2	Addenda, if any, will be published on the Employer's web page.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.2 (l)	None
ITB 11.3 (d)	The Bidder shall submit with its "Price Bid" the following additional documents: "None"
ITB 13.1	Alternative Bids are not permitted.
ITB 16.1 (b)	The period following completion of the Works during which spare parts, special tools etc. shall be available, for 7 years.
ITB 18.1	Bidders shall quote for the entire Works on a single responsibility basis.
ITB18.7	All applicable Taxes and Duties to be separately shown in the price bid as indicated. Evaluated Bid Price (Award Criteria for Contract) will be inclusive of all taxes. Add the following text "The Accepted Contract Amount shall be deemed to include all taxes, duties, levies, cess, royalty to Government, GST and other charges imposed on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and supplies to be used on or furnished under the Contract and on the services performed under the Contract. Unless explicitly mentioned in the Contract, Employer doesn't ensure any



	tax benefits (reduced tax rate/ tax waivers) under Custom Duty, GST, any Cess, etc. during the time of submission of bids. Bidders are advised to consider the actual tax rates (without considering any waiver) while estimating the Contract Price. The amount due under the clause shall be recovered from Contractor's running account bill, final payment or any other payments due to the Contractor under this Contract.
ITB 19.1	The currency(ies) of the Bid shall be as described below: The unit rates and prices shall be quoted by the Bidder in the Price Schedule separately in the following currencies: (i) for those inputs to the Works that the Bidder expects to supply from within the Employer's country, in Indian Rupees (i.e., local currency) , and (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"), in Japanese YEN and/or USD
ITB 20.1	The Bid validity period shall be 120 days.
ITB 20.3(a)	The contract price shall be the bid price adjusted by the factor: nil
ITB 20.3(b)	The fixed portion of the bid price shall be adjusted by the factor: nil
ITB 21.1	Bid must be accompanied by Bid Security as specified below: Bank Guarantee in the name of The Chief Engineer (K), Bangalore Water Supply and Sewerage Board and in the amount of INR 72,000,000 (INR Seventy Two Million)
ITB 21.2 (d)	None
ITB 21.7	In case the JV is not legally incorporated, the Bid Security can be submitted by lead member / lead partner on behalf of the JV. Employer, if desired, will get the Bank Guarantee submitted for Bid Security verified from the bank. In case the verification reveals that the submitted Bank Guarantee is fraudulent, Employer reserves the right to reject the bid.
ITB 22.1	In addition to the original of the Bid submitted, the number of additional copies are: Two (2)
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Original Power of Attorney (legally valid) for authorized signatory of the Bid.



D. Submission and Opening of Bids	
ITB 24.1	<p>For <u>Bid submission purposes</u> only, the Employer's address is: Attention: Chief Engineer (K) Street Address: BWSSB, Cauvery Bhavan Floor/Room number: 5th Floor, Room No. 501 City: Bengaluru, Karnataka ZIP Code: 560 009 Country: India Telephone: +91-80-2294-5103 Facsimile number: +91-80-2294-5103 Electronic mail address: cecd@bwssb.gov.in</p> <p>The deadline for Bid submission: Date: 17/09/2019 Time: 15.00 hours</p>
ITB 27.1	<p>The Technical Bid (consisting of Initial Filter) opening shall take place at: Office of the Chief Engineer (K) Street Address: BWSSB, Cauvery Bhavan Floor/Room number: 5th Floor, Room No. 501 City: Bengaluru, Karnataka ZIP Code: 560 009 Country: India Telephone: +91-80-2294-5103 Facsimile number: +91-80-2294-5103 Electronic mail address: cecd@bwssb.gov.in</p> <p>Date: 17/09/2019 Time: 15.30 hours</p> <p>Initially only Technical Bids will be opened Price bid of only those bidders will be opened who qualify through Technical evaluation (both in Initial filter and in Technical responsiveness).</p>
E. Evaluation, and Comparison of Bids	
ITB 37.1	<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: Indian Rupees (INR)</p>



	<p>The source of exchange rate shall be: Reserve Bank of India</p> <p>The date for the exchange rate shall be the date 28 days prior to the date of Technical Bid opening specified in ITB 27.1.</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 37, is payable (excluding Provisional Sums but including Day work where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above</p>
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Appendix to Bid Data Sheet

Policy of 'One Contract Award for One Bidder' under a Group of Works' Contract Packages (CP-03 & CP-04)

The package CP-03 is for Design/Engineering, Construction and Commissioning of Pump Station and Reservoir at T.K. Halli with Operation and Maintenance (O&M) of 7 years.

The Package CP-04 is for Design/Engineering, Construction and Commissioning of Pump Station and Reservoir at Harohalli and Tataguni with Operation and Maintenance (O&M) of 7 years.

In consideration of possible formation, in general, of in-compatible alliance among the various bidders and apprehension on the part of the Employer, due to non-performance or under performance of the contract by the successful bidder/bidders after award of the contract, it is determined by the Employer that one works contract will be awarded to one bidder only under one group of contracts comprising similar type of works.

Based on the experience of earlier project, now therefore the Employer – BWSSB, intends to award the different contracts of the same group, to different bidders qualified to perform the contract.

This is with the intention not only to augment the conscientious competition among the bidders and also to safeguard against breach of the performance and/ or under performance of the contract by a single bidder who, in case otherwise, has been awarded multiple or all contracts of a one group of contracts. The policy is being adopted by the Employer to mitigate the risk, to some extent, of affecting the progress of the execution of the projects in case dispute, if any, arises with the contractor who has been awarded multiple contracts of one group of Contract packages

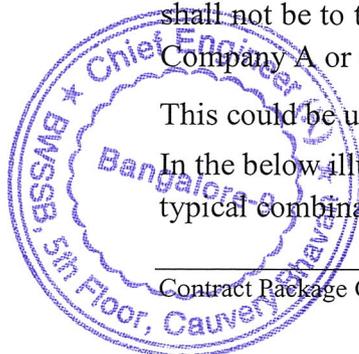
For the preset bidding documents two pumping stations and reservoir packages namely Contract Packages CP-03 and CP-04 falls under same group of Contract packages of pumping stations.

As per JICA instruction in this matter in case either of Contract Packages is awarded to one bidder who is either a single entity or a Joint Venture of partners then from remaining of the group contracts none will be recommended for awarded of that contract.

For example, if a single entity or a JV firm comprising Company –A and Company B is already awarded with one contract of the group then one more contract of same group shall not be to the same single entity or to the same JV or to any other JV in which either Company A or Company B is one of the partners in that JV.

This could be understandable from the illustration as below:

In the below illustration X and Y are single entity bidders, while A + B or C + D are typical combination of JV partners:



In case of Single Entity

Contract Package CP 03	Contract Package CP 04	
X	Y	Permitted
X	X	Not Permitted

In case of Joint Venture

Contract Package CP 03	Contract Package CP 04	
A+B	C+D	Permitted
A+B	A+C	Not Permitted

In case of combination of Single Entity and Joint Venture

Contract Package CP 03	Contract Package CP 04	
X	A+B	Permitted
X	X+A	Not Permitted



Section III. Evaluation and Qualification Criteria



Evaluation and Qualification Criteria

1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (b) the following factors shall apply:

1.1.1 Personnel

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

No.	Position	Minimum Qualification	Total Experience (Years)	Experience in Similar Works (Years)	Number Required
1	Construction Project Manager	Graduate in Civil Engineering	15	5	1
2	Engineering Manager (Lead design & Technical support)	Graduate Degree in Electrical / Mechanical Engineering	10	5	1
3	Quality Assurance / Quality Control Engineer	Graduate in any Engineering Discipline	8	4	2
4	Health & Safety Engineer (Accident Prevention officer)	Diploma in construction safety accredited by BSS / Certified	5	2	2
5	Environmental Expert	Masters degree in Environmental Engineering / Science	10	2	1

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



1.1.2 Equipment

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

No.	Equipment Type and Characteristics	Number required
1	Crane or Hydra (10 ton)	3
2	Loader cum Back hoe ((0.7m ³))	3
3	Excavators (1m ³)	2
4	Tipper / Dumper Trucks (10 ton)	3
5	D G Set (30 kVA)	3
6	Dewatering pumps	2
7	Concrete mixer machine	2

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

1.1.3 Others

Nil

1.2 Economic Evaluation

Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid Prices quoted by Bidders shall remain unaltered.

In addition to the criteria listed in ITB 38.2 (a) – (c) the following criteria shall apply.

1.2.1 Quantifiable nonmaterial nonconformities

Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.2.2 Award criteria for Multiple Contracts (ITB 36.4) :Appendix to BDS to be referred.

1.2.3 The Price Bid evaluation will be done inclusive of all Taxes and Duties.



1.2.4 qOther Factors

The following factors and methods will apply under ITB 38.2 (f):

a) Operating and Maintenance Costs

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the duration of operation and Maintenance stated below and based on prices furnished by each Bidder in Price Schedules, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Bid Price for evaluation.

The operating and maintenance costs factors for calculation of the life cycle cost are:

i. Number of years for life cycle:

Seven years of operation and maintenance including one year of Defect liability Period.

ii. Annual operating and maintenance costs [as per the priced Price Schedules of the Bidder, including cost of spare parts for the 7 years period of Operation and Maintenance]

iii. A rate of 9% (Nine Percent), to be used to discount to present value all annual future costs calculated under (ii) above for the period specified in (i).

b) Specific Additional Criteria

The following additional criteria will be used in the evaluation:

- **The Electricity Cost:**

i. The estimated total cost of the electricity required at and consumed by the Plant and equipment during the 7 Years of Operation & Maintenance:

a) The power consumed by the equipment supplied as a part of the facilities, based on calculations of the operating efficiencies and power consumption of all electrically-operated Plant and equipment under working condition.

ii. The Evaluation shall further be considered as:

Based on the equipment selected, the bidder shall provide net guaranteed power consumption during operation and maintenance. This net



guaranteed power consumption shall be multiplied by the current rate of electricity charges of Rs.5 per kWh and shall be added to the overall operation and maintenance cost provided by the bidder; which then will be used to determine Present Value (PV) (O&M) for each year and for the total duration of O&M.

(c) Specific additional criteria

The following additional criteria will be used in the evaluation:

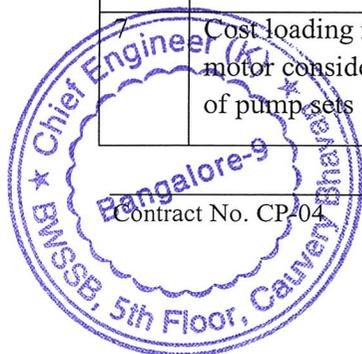
Cost Evaluation for the Cost of Electricity for Pumps and Motors

In the following Tables, the worksheets that will be used for calculating the annual operating costs for the operating period of twenty (20) years is presented. These worksheets will be used to provide a common basis of comparison for calculating the estimated power costs for operating the pump stations for bid evaluation purpose.

The Differential of Total Discounted Power Cost for all pumping stations will be added to the Bidder's bid price to obtain the Evaluation Bid Price upon which the decision for award of Contract will be based.

Table 1.1:- Cost loading for Power - Main Pumps

Sr. No.	Guaranteed Performance		Pumping Stations	
			Harohalli	Tataguni
1	Capacity	Cum/hr	5920	5920
2	Total head (minimum)	MWC	153	160
3	Minimum Pump efficiency at duty point	%	86	86
4	Power input to pump at duty point	kW		
5	Minimum Motor Efficiency (At full load)	%	95	95
6	Power input to motor at duty point	kW		
7	Cost loading rate for power input to motor considering working number of pump sets	Rs./kW		



8	Cost loading for power input to each pump set (6 x 7)	Rs.		
9	Total Number of Pump working sets		6	6
10	Cost loading for power input to total number of working pump set (8 x 9)	Rs.		

Note: The pump and motor efficiency mentioned in the above Table is minimum requirement of the bid.

1.2.5 Award Criteria for Contract (Evaluated Bid Price)

The O&M NPV cost inclusive of power cost calculated as per the procedure stipulated above will be added to the Bid Price (capital costs for Design Build) to obtain the Evaluated Bid Price upon which the decision for award of contract will be based.

The Bidders' attention is directed to the fact that the operating costs for low efficiency Plant and equipment will be substantially higher than the operating costs for high efficiency Plant and equipment, and that the cost differential over the 7 year period used in this calculation will, in all probability, greatly exceed any incremental capital cost savings which may be realized by offering lower efficiency Plant. Bidders are encouraged to offer Plant and equipment which has high efficiencies at the specified operating conditions.

The O&M Price to be quoted by the Bidder in two parts: One is Fixed Cost for Manpower engagement with minimum wages prescribed by the Employer and the other on a variable cost.

Award criteria for Contract is the lowest evaluated bid price.

1.3 Alternative Completion Times

Not Used

1.4 Alternatives Technical Solutions

Not Used



2. Qualification

(i) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- a) For turnover or financial data required for each year:- Exchange rate prevailing on the last day of the respective financial year of Employer's country.
- b) Value of single Contract:- Exchange rate prevailing on the date of the Contract.

Exchange rates shall be taken from the publicly available source identified in BDS37.1 or in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.



Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
Sl. No.	Factor /Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements	
				All Parties Combined	Each Member		One Member
2.1 Eligibility							
2.1.1	Nationality	Nationality in accordance with ITB 4.3.	Must meet requirement	N/A	Must meet requirement	N/A	Form ELI -1.1 and ELI 1.2, with attachments
2.1.2	Conflict of Interest	No conflicts of interests as described in ITB 4.2.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA as described in ITB 4.4.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid Form ACK

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
Sl. No.	Factor/Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements	
				All Parties Combined	Each Member		One Member
2.2 Historical Contract Non-Performance							
2.2.1	History of non-performing Contracts	Non-performance of a contract (i) did not occur as a result of contractor's default since 1 st January'2017 based on all information on fully settled disputes or litigation.	Must meet requirement (ii)	N/A	Must meet requirement (ii)	N/A	Form CON
2.2.2	Pending Litigation	The Bidder shall provide in the application details of all pending litigation. The maximum possible legal liability arising out of all the pending litigation should not exceed 50% of net worth of the Bidder and all pending litigation shall be treated as resolved against the Bidder..	Must meet requirement (ii)	N/A	Must meet requirement (ii)	N/A	Form CON



Eligibility and Qualification Criteria		Compliance Requirements			Documentation
Factor/Sub-Factor No.	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
			All Parties Combined	Each Member	
2.2 Historical Contract Non-Performance					
2.2.3	Litigation History The Bidder shall provide details that demonstrate no consistent history of Court/arbitral award decisions against the applicant (iii) since 1st January 2014.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱ⁾	N/A
Notes for the Bidder					
<p>(i) Non-performance, as decided by the Employer, shall include all contracts including those being executed for the on-going JICA funded projects by the bidder and the bidders performance there off.</p> <p>(a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and</p> <p>(b) That were so challenged but fully settled against the contractor.</p> <p>Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.</p> <p>(ii) This requirement also applies to contracts executed by the Bidder as a JV member.</p> <p>(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder</p>					

Eligibility and Qualification Criteria		Compliance Requirements			Documentation	
Sl. No.	Factor/Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
				All Parties Combined	Each Member	
2.2 Historical Contract Non-Performance						
<p>or any member of a joint venture may result in rejection of the Bid. If at any time of evaluation it is determined that the Bidder has concealed information and/or not presented full details of all the litigation till the date of submission of the bid, his bid will be considered as non-response and rejected.</p>						



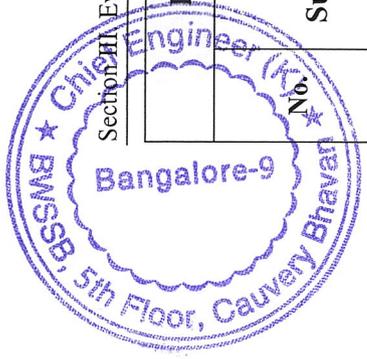


Section III. Evaluation and Qualification Criteria - Without Prequalification

EQC-11

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements	
				All Parties Combined	Each Member		One Member
2.3 Financial Situation							
2.3.1	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 five (5) years to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability. As the minimum requirement, Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN - 1 with attachments

Eligibility and Qualification Criteria		Compliance Requirements			Documentation
Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
			All Parties Combined	Each Member	One Member
2.3 Financial Situation					
2.3.2	Average Annual Turnover Minimum average annual construction turnover of USD 35.57 Million(or INR equivalent as 2490.0 Million) (i) calculated as total certified payments received for contracts in progress and / or completed, within the last 5 years divided by 5 years.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40 % of the requirement
2.3.3	Financial Resources (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD 8.91 Million (or INR equivalent 624 Million) (i) for the subject contract(s) net of the Bidders other commitments. (ii) The bidder should have a minimum available application	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40 % of the requirement

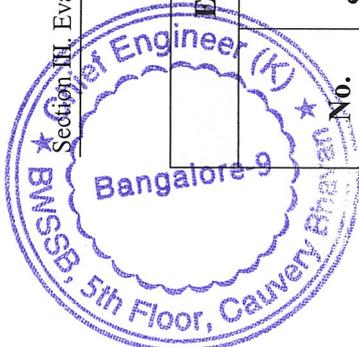


Eligibility and Qualification Criteria		Compliance Requirements			Documentation
Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
			All Parties Combined	Each Member	One Member
2.3 Financial Situation					
	capacity of USD 115.9 million (or INR equivalent 8112 Million)				
Financial Performance (Insolvency Bankruptcy Code)	The Bidder should not be currently under any Insolvency Bankruptcy Code (IBC) resolution process at National Company Law Tribunal (NCLT) Or Should not have undergone any corporate debt restructuring (CDR) mode in the past two years from the date of submission of the bid.	Must meet requirement	N/A	must meet requirement	N/A Form FIN - 3.

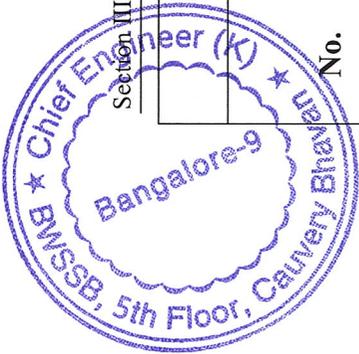
Notes for the Bidder:

- (i) The Bidder should submit CA certified figures of turnover and Network





Eligibility and Qualification Criteria		Compliance Requirements			Documentation
Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
			All Parties Combined	Each Member	
2.4 Experience					
2.4.1 General Construction Experience	The Bidder should have experience under Construction Contracts in the role of prime contractor (single entity or JV member), sub-contractor, or management contractor ^(b) at least for last 10years (2009 onwards)of Construction as on date of submission of Bid.	Must meet requirement	Not Applicable	Must meet requirement	Form EXP – 2.4.1
2.4.2 (a) Water Supply Pumping Station Design, Installation, Testing &Commissioning Experience	The Bidder shall have experience in the role of prime contractor (single entity or JV member)involving pumping machineries with complete design, procurement, supply, installation, testing and commissioning of mechanical & electrical equipment,	Must meet requirement	Must meet requirement (iii), (vi)	Not Applicable	Form EXP – 2.4.2 (a)

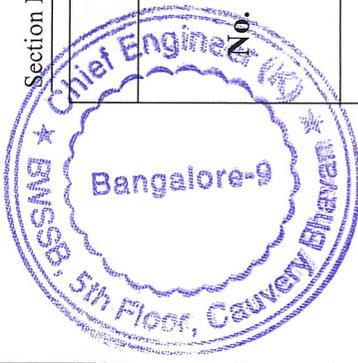


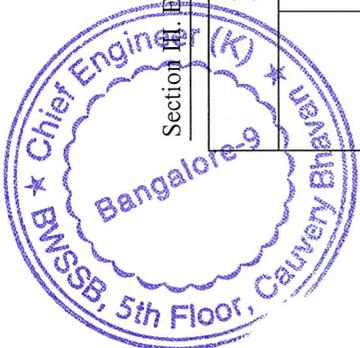
Section III. Evaluation and Qualification Criteria - Without Prequalification

EQC-15

Eligibility and Qualification Criteria		Compliance Requirements			Documentation
Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
			All Parties Combined	Each Member	
2.4 Experience					
	instrumentation and control works of (i) One (1) Contract with individual pump capacity of minimum 5000m ³ /hr and individual motor rating of 2300kW or higher and minimum pump head shall be 130mtrs.				
	All the above Works should have been completed and commissioned during last Ten (10) years as on date of submission of Bid.				
	The Pump Manufacturer proposed by the bidder should have more than 20 years production experience for the similar type of pump unit proposed by the Bidder.				
2.4.2 (b)	Specific Construction Experience – RCC Ground	Must meet requirement	Must meet requirement ⁽ⁱ⁾ (i), (vi)	Not Applicable	Form EXP – 2.4.2 (b)

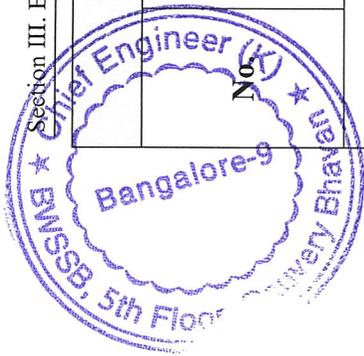
Eligibility and Qualification Criteria		Compliance Requirements			Documentation	
Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements	
			All Parties Combined	Each Member		
2.4 Experience						
Level Reservoir	Testing, and commissioning minimum (i) One (1) no. RCC Ground Level Reservoir of at least 52 ML capacity successfully completed in the last 10 years, or (ii) Two (2) no. RCC Ground Level Reservoirs of at least 32 ML capacity successfully completed in the last 10 years. All the above Works should have been completed and commissioned during last Ten (10) years as on date of submission of Bid.					
2.4.2 (c) Specific Construction – Experience – Surge Protection	The Bidder shall have experience in the role of prime contractor (single entity or JV member) ⁽ⁱⁱ⁾ , sub-contractor, or management contractor of design, supply,	Must meet requirement (can be a specialist sub contractor)	Must meet requirement ⁽ⁱ⁾ ii), (vi) (can be a specialist sub- contractor)	Not Applicable	Not Applicable	Form EXP – 2.4.2 (c)

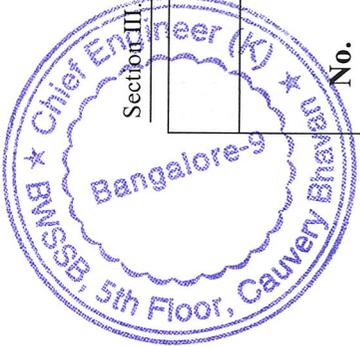




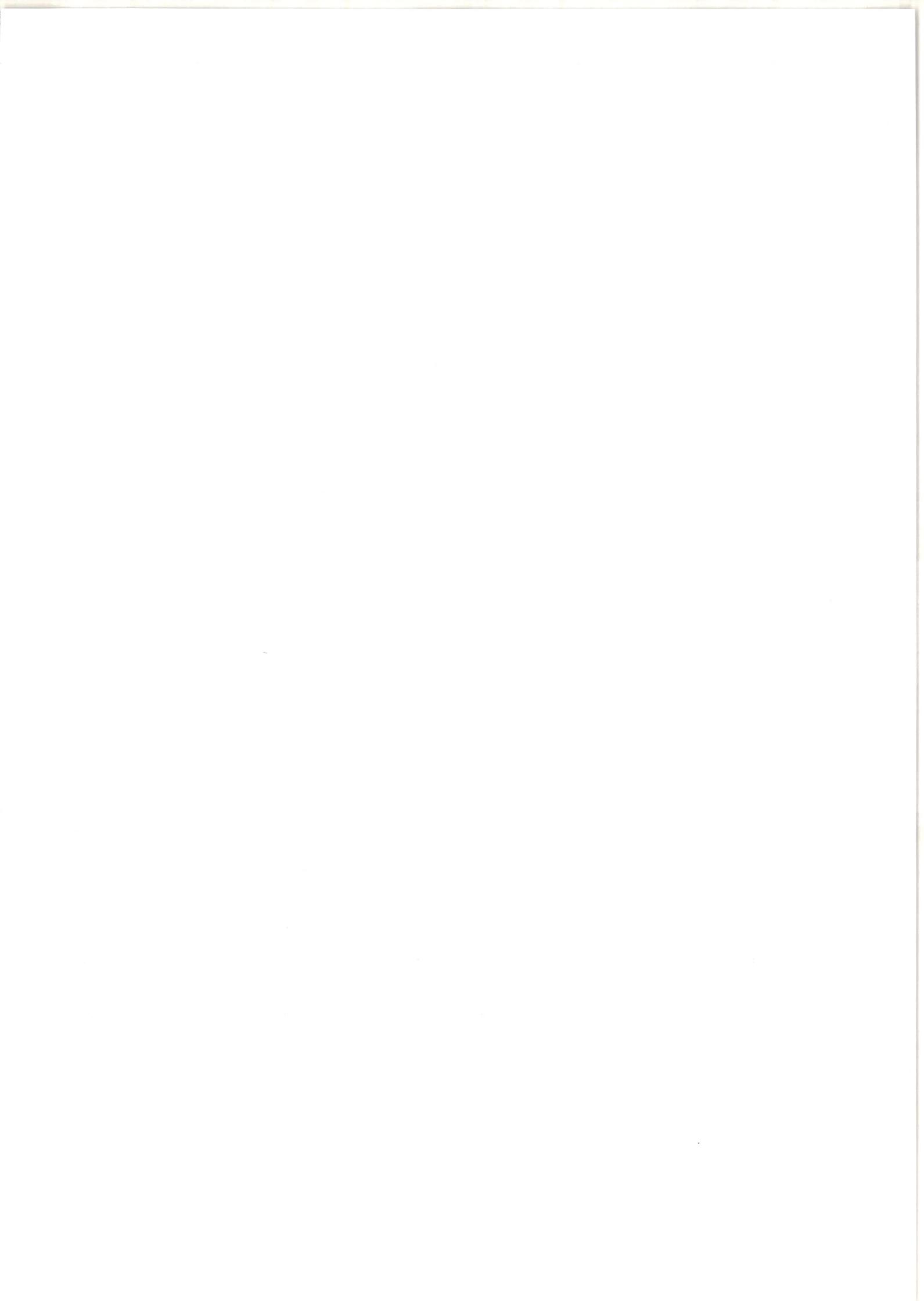
Eligibility and Qualification Criteria		Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
				All Parties Combined	Each Member	
2.4 Experience						
	System	installation, testing and commissioning of Surge Protection System including Air Vessels of minimum capacity of 500 m3. All the above Works should have been completed and commissioned during last Ten (10) years as on date of submission of Bid.				
2.4.2 (d)	Specific Construction Experience – PLC and SCADA	The Bidder shall have experience in the role of prime contractor (single entity or JV member) ⁽ⁱⁱ⁾ , sub-contractor, or management contractor of installation of PLC & SCADA in at least one Water Pumping Station of minimum 200MLD capacity. The above project should have been completed and commissioned in last Ten (10)	Must meet requirement (Can be a specialist sub-contractor)	Must meet requirement (iii), (vi) (Can be a specialist sub-contractor)	Not Applicable	Form EXP – 2.4.2 (d)

Eligibility and Qualification Criteria		Compliance Requirements			Documentation
Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
			All Parties Combined	Each Member	
2.4 Experience					
	years as on date of submission of Bid.				
2.4.2 (e)	Specific Construction Experience – Operation and maintenance	Must meet requirement	Must meet requirement (iii), (vi)	Not Applicable	Form EXP – 2.4.2 (e)
	The Bidder shall have done Operation & Maintenance ^(iv) for at least 3 continuous years in the last Ten (10) years in the role of prime contractor (single entity or JV member) ⁽ⁱⁱ⁾ , sub-contractor, or management contractor of one Water Pumping Station of minimum 200 MLD capacity PLC & SCADA system.				
	The above project should have been completed and commissioned in last Ten (10) years as on date of submission of Bid.				
<u>Notes for the Applicant</u>					
(i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors					





Eligibility and Qualification Criteria		Compliance Requirements			Documentation
Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
			All Parties Combined	Each Member	
2.4 Experience					
<p>while bearing full responsibility and risk for price, quality, and timely performance of the work contract.</p> <p>(ii) For contracts under which the Applicant participated as a JV member or subcontractor, only the Applicant's share, by value, shall be considered to meet this requirement.</p> <p>(iii) In case of a JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value equal or more than the minimum value required, shall be aggregated.</p> <p>(iv) Operation & Maintenance experience shall be counted from actual date of commissioning of the Pumping Station. Operation & Maintenance carried out during defect liability period shall also be considered as a part of O&M requirement for clause 4.2 (d) above.</p> <p>(v) The applicant shall submit end user certificate for successful completion in specific construction experience as of application submission date: for clause 2.4.1 and 2.4.2. All experience certificates to be provided with English translation.</p> <p>(vi) In case of a JV, each JV member must meet requirement of at least one specific construction experience. For Contracts under which the Bidder participated as a JV member or Subcontractor, only the Bidder's share shall be counted to meet this requirement</p>					



2.5 Subcontractors/manufacturers

Subcontractors/manufacturers – Not Applicable



Section IV. Bidding Forms



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Form ACK Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans66

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Single-Stage Bidding**Letter of Technical Bid**

Date: xx/xxx/xxxx]

Loan Agreement No.:ID-P266

IFB No.: BWSSP/JICA/Package CP-04

To:
The Chief Engineer(K),
Bangalore Water Supply and Sewerage Board
(BWSSB)
5th Floor, Room No. 501
Cauvery Bhavan, K.G. Road
Bengaluru, 560 009

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):*[insert the number and issuing date of each Addendum]*;
- (b) We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB4;
- (d) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission]*, in conformity with the Bidding Documents, the following Works: *[insert a brief description of the Works]*;
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* 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) We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB4.2 (c), other than alternative Bids submitted in accordance with ITB 13; and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.



Name of the Bidder**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid*[insert complete title of the person signing the Bid]*

Signature of the person named above*[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of*[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.



Letter of Price Bid

Date: *[insert date of Bid submission]*
 Loan Agreement No.: *[insert number]*
 IFB No.: *[insert number]*
 Alternative No.: *[insert identification No. if this is a Bid for an alternative]*

To:
 The Chief Engineer (K),
 Bangalore Water Supply and Sewerage Board
 (BWSSB)
 5th Floor, Room No. 501
 Cauvery Bhavan, K.G. Road
 Bengaluru, 560 009

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 (ITB8): *[insert the number and issuing date of each Addendum]*;
- (b) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, pre-commission and commission]*, in conformity with the Bidding Documents, the following Works: *[insert a brief description of the Works]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
 In case of only one lot, total price of the Bid *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*

[In case of multiple lots, insert the total price of each lot]

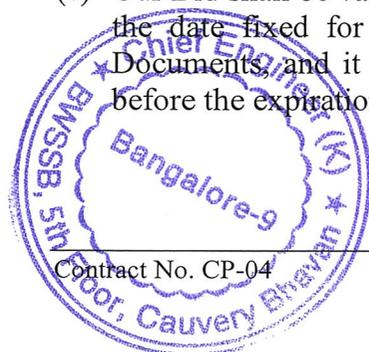
[In case of multiple lots, insert the total price of all lots (sum of all lots)];

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

The discounts offered are: *[specify in detail each discount offered]*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts]*;

- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* 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 understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid*[insert complete title of the person signing the Bid]*

Signature of the person named above*[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.



Schedule of Adjustment Data

Table A. Local Currency

[In this Table A, the Employer shall indicate the necessary information in columns (a), (b), (c) and (d), and shall also provide a fixed value in A and a range of values in B, C, D and E of column (f). For very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae for the different works involved and to prepare the corresponding adjustment tables.]

(a)	(b)	(c)	(d)	(e)	(f)
Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Bidder's proposed weighting
	Nonadjustable	—	—	—	A: <u>0.15</u> B: _____ C: _____ D: _____ E: _____
Total					1.00

The Bidder shall fill in column (e) and specify a value within the ranges given by the Employer in B, C, D and E of column (f), so that the total weighting equals 1.00.



Table B. Foreign Currency (FC)

[In this Table B, the Employer shall indicate the necessary information in columns (a) and (b), and shall also provide a fixed value in A and a range of values in B, C, D and E of column (g). For very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae for the different works involved and to prepare the corresponding adjustment tables.]

Currency: _____ [Insert name of currency; if the Bidder wishes to quote in more than one foreign currency then this table should be repeated for each foreign currency.]

(a) Index code	(b) Index description	(c) Source of index	(d) Base value and date	(e) Bidder's related source currency in type/amount	(f) Equivalent in FC for payment	(g) Bidder's proposed weighting
	Nonadjustable	—	—	—		A: <u>0.20</u> B: _____ C: _____ D: _____ E: _____
Total						1.00

The Bidder shall indicate the type of currency and columns (c), (d), (e) and (f), and specify a value within the ranges given by the Employer in B, C, D and E of column (g), so that the total weighting equals 1.00.



Price Schedules



Technical Proposal

[List the items comprising Technical Proposal. Typical items are as following;]

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Preliminary Design
- Plant
- Safety Plan
- Operation and Maintenance Plan
- Schedule of Guarantee
- Personnel
- Contractor's Equipment
- Spare Parts
- Proposed Subcontractors for Major Items of Plant Design, Supply and Installation Services
- [Others]



Site Organization

[Insert Technical Proposal for Site Organization.]

The Bidder shall submit the following details;

- Organization Chart during Design Build Period
- Organization Chart during Operation and Maintenance Period
- CV's of the personnel for the key positions as described in Section III Evaluation and Qualification Criteria (Clause 1.1.1)

Site Organization will be evaluated based upon the completeness & organization charts to provide the required positions and experience to execute the works and of Key Positions in compliance with Evaluation Criteria in Section III (Clause 1.1.1)

(Volume-1, Section-IV)



Method Statement

[Insert Technical Proposal for Method Statement.]

[The Bidder will submit along with the bid a comprehensive statement of the methods that he proposes to adopt for completing the works under the contract package. It will include descriptions regarding operations on site proposed work systems and safety and protection method to be applied throughout the execution of works, with certain definite requirements described in Bidding Documents. Inadequate contents of such executing plans will result in disqualification of the Bidder at the technical evaluation]

The Bidder shall submit Method Statements on the key components of the works such to demonstrate understanding of the work required and the capacity to meet the Project Requirements regarding components of the works where Methods Statements required include the following:

- 1) Earthworks
- 2) Dewatering
- 3) Temporary Works
- 4) Concreting including all water retaining structures
- 5) Environmental Controls
- 6) Traffic Management (as appropriate)
- 7) Supply, delivery and storage of equipment and materials
- 8) Installation and testing of electrical and mechanical equipment and associated controls

The Methods Statement will be evaluated based upon completeness and clarify

(Volume-1, Section-IV)



Mobilization Schedule

The Bidder shall submit a Mobilization Schedule that clearly defines the following:

- 1) Tasks to be completed during mobilization time (in days) for mobilization to be complete
- 2) Total no of staff to be mobilized and actually working on the project.
- 3) Time for full office to be constructed /installed and fully functional /furnished

The Mobilization Schedule shall be evaluated with regards to completeness of tasks to be accomplished and extended to which Bidders Proposed Mobilization allowing the execution of the works to begin in a timely and efficient manner.

[Insert Technical Proposal for Mobilization Schedule.]

(Volume-1, Section-IV)



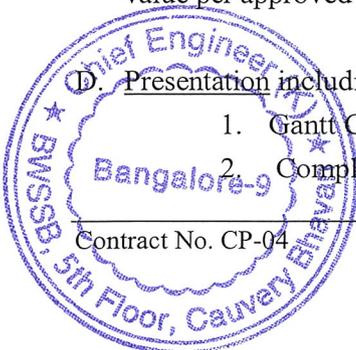
Construction Schedule

[Insert Technical Proposal for Construction Schedule.]

The Bidder shall submit a Construction Schedule for the complete Design Build Period of the Work. The Construction Schedule will document compliance with the Employer's required Time for Completion.

The Bidder's Construction Schedule shall assume a Notice of Award date and shall include the following:

- A. Work Breakdown Structure listing all construction activities required for the complete execution of the Work. Activities shall include:
1. Shop Drawing Submittal
 2. Shop Drawing Review Times – assume 21 calendar days except for Preliminary Design Submittals where 45 calendar days are to be scheduled.
 3. Materials Delivery
 4. Equipment indicating manufacturing durations, required shop test dates, delivery, manufacture's Certified Installation.
 5. All permits, licensed and approval required from BWSSB and other governmental entities.
 6. All testing and Commissioning Tests including Pre-Commissioning, Commissioning and Trial Operations
- B. Network Logic defining activity durations and all predecessors and successor activities, The Network logic shall identify the following:
1. Early Start, Early Finish, Late Start and Late Finish
 2. Activity sequence requirements including:
 - a. Finish-to Start Leads
 - b. Start-to-Start Leads
 - c. Finish-to-Finish Leads
 - d. Start-to-Finish Leads
 3. Activity Float periods
 4. Critical Path
- C. Resource Loading including skilled staff (electricians, mechanics, pipe fitters and controls installers), unskilled labourers and major equipment required as well as approved construction value per approved Schedule of Values.
- D. Presentation including:
1. Gantt Chart indicating both planned and actual completion as well as critical path.
 2. Complete attributes of the Work Breakdown Activities as noted in B above.



E. Reporting Capabilities to prepare Status Reports and Resource Reports as well as custom reports.

Bidder shall use the latest version of Microsoft Project and provide the Employer with three (3) user licenses as well as conduct 4 hours of training for the Employer in the use of Microsoft Project.

Should the Bidder propose a different Construction Scheduling software package, the Bidder shall confirm the schedule requirements noted above are included, provide the Employer with three (3) user licenses as well as conduct two (2) separate training sessions in the use of the construction scheduling software.

Evaluation of the Bidder's Construction Schedule shall include the following:

1. Completeness of Work Breakdown Schedule
2. Complete Network Logic for the Bidder's Mobilization Period
3. Clear indication of the Critical Path for the Work including complete Network Logic for activities noted on the Critical Path.

(Volume-1, Section-IV)



Preliminary Design

The Bidder is expected to submit the following details;

A. Process Design

- Detailed description of the process.
- Mass balance and process flow diagram.
- Process calculations
- Hydraulic profile

B. Civil Design

- Site layout drawings with dimensions.

C. Mechanical Design

- Major plant details (see also Plant Data Schedules).
- Pump curves of all major pumps including calculation of duty points.

D. Electrical Design

- Summary description of the electrical design
- Motor control centre schedules
- Single line diagrams
- Plant load list.
- Details of onsite power generation and synchronisation

E. Instrumentation, Control and Automation (ICA) Design

- Process control narrative
- System Architectural drawing with schedules
- Real-time communication of treatment Works status and historical data and trends to local control centre and compatibility of communication facility for Local SCADA as well as to central SCADA system that will be implemented as a separate package under this Bangalore Water Supply & Sewerage Project – Phase III.



Safety Plan

[Insert Technical Proposal for Safety Plan.]

The Bidder shall submit a Health & Safety Plan, specific to the Works. The Plan shall be managed by the Contractor and shall apply to all who work at or visit the site. The Plan will also cover Contractor's staff and others when at the Contractor's Housing Camp. The Plan shall clearly define the responsibilities of all visitors to the Site or Housing Camp related to maintaining a safe working and living environment. The Plan shall contain tasks or activities in general compliance with Indian National, State of Karnataka or BWSSB policies and regulations. The Plan shall include the following:

1. Define the Role and Responsibilities of the Bidder's Health and Safety Engineer (Accident Prevention Officer), including authority granted to the position related to Health & Safety.
2. Emergency Contact List including where it will be posted and available on-site and at the Contractor's Housing Camp.
3. Identification of Assembly Point(s)
4. Define number and content of First Aid Station including supplies and equipment.
5. Make available all relevant Indian National, State of Karnataka or BWSSB safety policies and regulations.
6. Identify Hazardous Areas or Activities of the Work
7. Prepare Specific Safety Plans for executing the Work in the identified Hazardous Areas of Work, including:
 - a. Identification of hazard conditions associated with the Work
 - b. Identify the tasks associated with completion of that Work
 - c. Defined Personal Protective Equipment Required for the Work
 - d. Precautions required to safely execute the Work.
8. Health & Safety Training and Awareness Programme including sufficient refresher-training

The Bidder's Health and Safety Plan will be evaluated with regard to the following:

1. Content sufficient to demonstrate Bidder's understand of the importance of Health & Safety to the overall success of the Project.
2. Completeness of the Role and Responsibilities of the Bidder's Health & Safety Engineer and the level of authority given to the position.
3. Completeness of the specific Hazardous Work Activities Identified.
4. Completeness of the Specific Safety Plans prepared for the identified Hazardous Work Activities
5. Completeness of the Bidder's Health & Safety Training and Awareness Programme including the frequency of Safety Awareness activities.



Operation and Maintenance (O&M)

The Bidder shall submit an Operations and Maintenance Plan (O&M Plan) for the Reservoir and Pump Station. The O&M plan shall meet the requirements of Volume II, Part 18 Operation and Maintenance and shall include the following components

- A. Staffing Plan and Staffing Skills
 1. Complete Staffing Plan.
 2. Comprehensive Training Programme for O&M and in assessing deterioration in plant facilities and equipment
 3. Programme for maintaining staff health and personal hygiene
 4. Continuous security employing Guard staff.
 5. Provide staff with adequate Personal Protective Equipment.
- B. Identification of planned AMC Contracts for contracted maintenance services on specialty equipment including AMC Contracts with the PLC and SCADA system suppliers for the duration of the seven-year O&M Period.
- C. Identify insurance policies to be taken that shall be in the joint names of the Contractor and the Employer.
- D. Programme for Maintenance of Stores of materials, consumables, special tools and spare parts.
- E. Description of the Bidder's proposed Operations & Maintenance Manual, that shall include the following:
 1. Operations
 - a. Equipment Operations including Normal Startup/Shut down and routine operation as well as emergency operation
 - b. Regular Documentation of Operation
 2. Maintenance
 - a. Preventive or routine maintenance
 - b. Corrective or Remedial maintenance
 - c. Concurrent Maintenance on standby or idle units allowing full plant operations during the maintenance activity.
 - d. Manufacturer's Operations and Maintenance Instructions
 3. Update O&M Manual as required to reflect changes in plant or facility operations or maintenance.
- F. Maintenance responsibilities shall include the following:
 1. Maintain facility in clear and safe working order including adequate ventilation and lighting.
 2. Maintain yard gardens landscaping, road, exterior lighting, earthen shoulders and drains
 3. Maintain equipment servicing and lubrication schedule including acceptable lubricants



4. Maintain recommended cleaning, care and maintenance of materials and finishes and make timely repairs of internal and external finishes.
- G. Maintenance Management System incorporating:
1. Preparation of Work Orders and documentation of completion.
 2. Repair history of all mechanical, electrical, instrumentation control equipment and communication instruments.
 3. Daily log of operations
 4. Hourly readings of key operational parameters that provide timely confirmation of successful pumping.
 5. Daily list of alarms with time tag;
- H. Reporting
1. Monthly Reports concisely summarizing key operational condition and key maintenance performed as well as identification of O&M issues that may require BWSSB action.
 2. Monthly Report shall be in a format acceptable to BWSSB.
- I. Documents
1. Maintain key and relevant documents on-site;
 - a. Name plate data of installed equipment
 - b. Copy of all Warrantees, Bonds and AMC Service Contract
 - c. Copy of Approved GA Drawings Drawing/Shop Drawings (Good for Construction Drawings)
 - d. Complete set of electrical schematics and wiring diagrams
 - e. Name and Contact information of authorized service and maintenance firms
 - f. Copies of all Pre-Commissioning, Commissioning, Trial Operation Tests and Test after Completion.

Evaluation of the Bidder's proposed O&M Plan will be based upon the thoroughness of the Plan, compliance with requirements included in VOLUME II Part 18 Operations and Maintenance and the extent to which the Bidder's Plan indicates management of plant operations to optimize power consumption and ensure satisfactory operation and maintenance of the whole works at all times.

(Volume-1, Section-IV)



Form SOG: Schedule of Guarantee

[The Bidder shall copy in the left column of the table below, the identification of each Performance/Specific Guarantee required in Technical Requirements stated by the Employer.]

	Required Performance/ Specific Guarantee	Value of Performance/Specific of Guarantee of the Proposed Water Pumping station and Equipment
1		
2		
3		

Functional Guarantees of the Water Pumping station:

This schedule sets out the functional guarantees required for the calculation of Liquidated Damages for failing O&M performance guarantees.

The bidder shall provide performance requirements of horizontal centrifugal pumpsets and values of electrical energy.

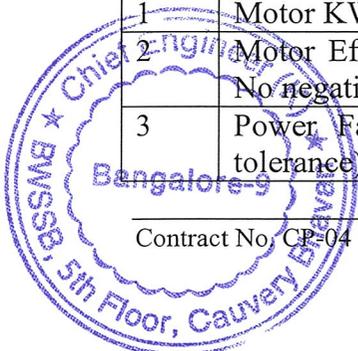
The contractor's guarantee for the performance in the O&M period to be as follows:

- **Horizontal centrifugal Pump Performance Guarantee**

Sr. No	Description	Performance Requirement	
		Harohalli	Tataguni
1	Minimum Pump rated discharge and Head;	Discharge: 5920 cum/hr Head: 153 mwc	Discharge: 5920 cum/hr Head: 160 mwc
2	Combined Discharge of 6 pumps running in parallel condition	Minimum 775 MLD at rated head of 153 mwc (minimum)	Minimum 775 MLD at rated head of 160 mwc (minimum)
3	Minimum Guaranteed Pump Efficiency (No/Without negative tolerance)	Efficiency- 86%	Efficiency- 86%
4	Minimum Pump Bearing Life (DE & NDE)	L-10 type, 100,000 working hours	L-10 type, 100,000 working hours

- **Motors Performance Guarantee**

Sr. No	Description	Performance Requirement	
		Harohalli	Tataguni
1	Motor KW Rating (Minimum)	3500 KW	3500 KW
2	Motor Efficiency (At Full Load) (No negative Tolerance)	95%	95%
3	Power Factor (PF) (No negative tolerance)	0.87	0.87



Form PER -1: Proposed Personnel

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

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

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.1 for Single-Stage Bidding or Clause 1.1 for Two-Stage Bidding.]

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

*As listed in Section III.



Form PER -2: Resume of Proposed Personnel

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

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

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below.]

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer



[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]

From	To	Company / Project / Position / Relevant technical and management experience



Form EQU: Equipment

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

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

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.2 for Single-Stage Bidding or Clause 1.2 for Two-Stage Bidding. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]

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

Omit the following information for equipment owned by the Bidder.

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



Form SUB: Proposed Subcontractors for Major Items of Plant and Installation Services



Form SPA: Spare Parts

[The Employer shall specify what information is required to provide for Spare Parts as per Employer's Requirements and the Bidder shall insert information.]

Required items of Spare Parts	Proposed items of Spare Parts
Pump Impeller	
Shaft and shaft sleeve	
Casing and Impeller Wear Ring	
Mechanical Seals and bearings	
Motor bearings	



:Bidder's Qualification Forms

To establish its qualification to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder:

Form ELI - 1:	Bidder Information
Form ELI - 2:	Bidder's Party Information
Form CON:	Historical Contract Non-Performance
Form FIN - 1:	Financial Situation
Form FIN - 2:	Average Annual Construction Turnover
Form FIR - 1:	Financial Resources
Form FIR - 2:	Current Contract Commitments
Form EXP -2.4.1:	General Construction Experience
Form EXP -2.4.2 (a):	Specific Construction Experience
Form EXP - 2.4.2 (b)	Specific Construction Experience
Form EXP - 2.4.2.(c)	Specific Construction Experience
Form EXP - 2.4.2.(d)	Specific Construction Experience
Form EXP - 2.4.2.(e)	Specific Construction Experience – Operation and Maintenance (O&M)



Form ELI - 1: Bidder Information

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall provide the following information.]

1. Bidder's legal name: <i>[insert full name]</i>
2. In case of JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member]</i>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email Address: <i>[insert E-mail address]</i>
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



Form ELI - 2: Bidder's Party Information

Date: [insert day, month, year]

IFB No.: [insert number]

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

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist Subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]

1. Bidder's legal name:[insert full name]
2. Bidder's Party legal name:[insert full name of Bidder's Party]
3. Bidder's Party country of registration:[insert country of registration]
4. Bidder's Party year of incorporation:[insert year of incorporation]
5. Bidder's Party legal address in country of registration: [insert street/number/town or city/country]
6. Bidder's Party authorized representative information Name: [insert full name] Address: [insert street/number/town or city/country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address:[insert E-mail address]
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



Form CON: Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Joint Venture Party Legal Name: [insert full name]
 IFB No.: [insert number]
 Page [insert page number] of [insert total number] pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2017, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2017, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below:			
Year	Non- performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> Contract Identification: [indicate complete Contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non performance: [indicate main reason(s)] 	[insert amount]



2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate.				
<input type="checkbox"/> Pending litigation in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate, is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> Contract Identification: [indicate complete Contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary] 	[insert amount]



3. Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January 2014, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate.		
<input type="checkbox"/> Court/arbitral award decisions against the Bidder since 1 st January 2014, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, are indicated below:		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Employer: [insert full name] • Address of Employer: [insert street/city/country] • Matter in dispute: [indicate main issues in dispute] • Party who initiated the dispute: [indicate "Employer" or "Contractor"] • Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary] 	[insert amount]



Form FIN - 1: Financial Situation

[The following table shall be filled in for the Bidder and for each member of a JV.]

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

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

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

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

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years (amount, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					



2. Financial documents

The Bidder and its Parties shall provide copies of the financial statements for [*number of years*] years pursuant to the Prequalification Criteria or Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, of each member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the [*number of years*] years required above; and complying with the requirements.



¹If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

Form FIN - 2: Average Annual Turnover

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

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

Annual Turnover Data (Construction only)			
Year	Amount and Currency	Exchange rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
Average Annual Construction Turnover *			

* Total USD equivalent for all years divided by the total number of years, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2, as appropriate.



Form FIN - 3: Financial Performance

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

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

IFB No. [insert number]

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

To Whom So Ever It May Concern

This is to Certify that our Firm (name of the Bidder) has not currently under any insolvency Bankruptcy Code (ICB) resolution process at National Company Law Tribunal (NCLT) as on the date of Submission of the Bid Document.

Duly Signed by the Company Secretary as well as the Authorized Signatory.



Form FIR - 1: Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JV.]

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

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

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

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

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or Contracts as indicated in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2 (Following Prequalification), or Sub-Factor 2.3.3 (Without Prequalification), as appropriate.]

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		



Form FIR - 2: Current Contract Commitments

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

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

[Bidders and each member of 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, in accordance with Section III, Evaluation and Qualification Criteria, Clause 2.2 (Following Prequalification), or Sub-Factor 2.3.3 (Without Prequalification), as appropriate.]

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work[Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1					
2					
3					
4					
5					



Form EXP –2.4.1: General Experience

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

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

[Identify Contracts that demonstrate continuous work over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1.List Contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
[indicate year]	[indicate year]	<ul style="list-style-type: none"> • Contract name: [insert full name] • Brief description of the works performed by the Bidder: [describe works performed briefly] • Amount of Contract: [insert amount, currency, exchange rate and USD equivalent] • Name of Employer: [indicate full name] • Address: [indicate street/number/town or city/country] 	[insert "Prime Contractor" (Single entity or JV member) or "Subcontractor" or "Management Contractor"]



Form EXP –2.4.2(a): Specific Experience

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

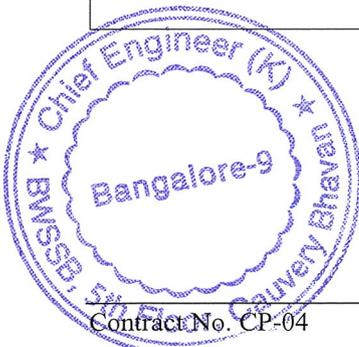
Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

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

Fill out one (1) form per Contract

Similar Contract No. [insert number] of [insert number of similar Contracts required]	Information	
Contract Identification	[insert Contract name and reference identification number, if applicable]	
Award date	[insert day, month, year, e.g., 15 June, 2015]	
Completion date	[insert day, month, year, e.g., 03 October, 2017]	
Role in Contract		
Total Contract Amount	[insert Contract amount(s) and currency(ies)]	USD[insert exchange rate and total Contract amount in USD equivalent]
If member in a JV, specify participation in total Contract amount	[insert percentage of participation]	[insert amount(s) and currency(ies) of participation]
Employer's Name	[insert full name]	
Address	[indicate street/number/town or city/country]	
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]	
E-mail	[insert E-mail address, if available]	



Similar Contract No. <i>[insert number of similar Contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>



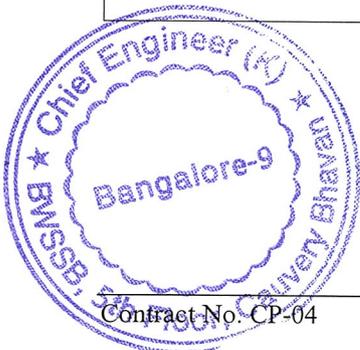
Form EXP –2.4.2(b): Specific Experience

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]
 Bidder's Legal Name:[insert full name]
 Joint Venture Party Legal Name:[insert full name]
 IFB No.: [insert number]
 Page [insert page number]of [insert total number]pages

Fill out one (1) form per Contract

Similar Contract No. [insert number] of [insert number] of similar Contracts required]	Information		
Contract Identification	[insert Contract name and reference identification number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2015]		
Completion date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract			
Total Contract Amount	[insert Contract amount(s) and currency(ies)]	USD[insert exchange rate and total Contract amount in USD equivalent]	
If member in a JV, specify participation in total Contract amount	[insert percentage of participation]	[insert amount(s) and currency(ies) of participation]	USD [insert exchange rate and amount of participation in USD equivalent]
Employer's Name	[insert full name]		
Address	[indicate street/number/town or city/country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail	[insert E-mail address, if available]		



Similar Contract No. <i>[insert number of similar Contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(b) of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>



Form EXP –2.4.2(c): Specific Experience

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Joint Venture Party Legal Name: [insert full name]
 IFB No.: [insert number]
 Page [insert page number] of [insert total number] pages

Fill out one (1) form per Contract

Similar Contract No. [insert number] of [insert number of similar Contracts required]	Information	
Contract Identification	[insert Contract name and reference identification number, if applicable]	
Award date	[insert day, month, year, e.g., 15 June, 2017]	
Completion date	[insert day, month, year, e.g., 03 October, 2018]	
Role in Contract		
Total Contract Amount	[insert Contract amount(s) and currency(ies)]	USD [insert exchange rate and total Contract amount in USD equivalent]
If member in a JV, specify participation in total Contract amount	[insert percentage of participation] [insert amount(s) and currency(ies) of participation]	USD [insert exchange rate and amount of participation in USD equivalent]
Employer's Name	[insert full name]	
Address	[indicate street/number/town or city/country]	
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]	
E-mail	[insert E-mail address, if available]	



Similar Contract No. <i>[insert number of similar Contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(c) of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>



Form EXP –2.4.2(d): Specific Experience

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Joint Venture Party Legal Name: [insert full name]
 IFB No.: [insert number]
 Page [insert page number] of [insert total number] pages

Fill out one (1) form per Contract

Similar Contract No. [insert number] of [insert number] of similar Contracts required]	Information		
Contract Identification	[insert Contract name and reference identification number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2016]		
Completion date	[insert day, month, year, e.g., 03 October, 2018]		
Role in Contract			
Total Contract Amount	[insert Contract amount(s) and currency(ies)]	USD [insert exchange rate and total Contract amount in USD equivalent]	
If member in a JV, specify participation in total Contract amount	[insert percentage of participation]	[insert amount(s) and currency(ies) of participation]	USD [insert exchange rate and amount of participation in USD equivalent]
Employer's Name	[insert full name]		
Address	[indicate street/number/town or city/country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail	[insert E-mail address, if available]		



Similar Contract No. <i>[insert number of similar Contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(d) of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>



Form EXP –2.4.2(e): Specific Experience

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: *[insert day, month, year]*
 Bidder's Legal Name: *[insert full name]*
 Joint Venture Party Legal Name: *[insert full name]*
 IFB No.: *[insert number]*
 Page *[insert page number]* of *[insert total number]* pages

Fill out one (1) form per Contract

Similar Contract No. <i>[insert number] of [insert number] of similar Contracts required]</i>	Information		
Contract Identification	<i>[insert Contract name and reference identification number, if applicable]</i>		
Award date	<i>[insert day, month, year, e.g., 15 June, 2016]</i>		
Completion date	<i>[insert day, month, year, e.g., 03 October, 2018]</i>		
Role in Contract			
Total Contract Amount	<i>[insert Contract amount(s) and currency(ies)]</i>	USD <i>[insert exchange rate and total Contract amount in USD equivalent]</i>	
If member in a JV, specify participation in total Contract amount	<i>[insert percentage of participation]</i>	<i>[insert amount(s) and currency(ies) of participation]</i>	USD <i>[insert exchange rate and amount of participation in USD equivalent]</i>
Employer's Name	<i>[insert full name]</i>		
Address	<i>[indicate street/number/town or city/country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail	<i>[insert E-mail address, if available]</i>		



Similar Contract No. <i>[insert number of similar Contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(e) of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>



Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture ("JV")]* (hereinafter referred to as the "Bidder") to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for *[insert Loan No and name of the Project]* is true, correct and accurate to the best of the Bidder's and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the "Guidelines"); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

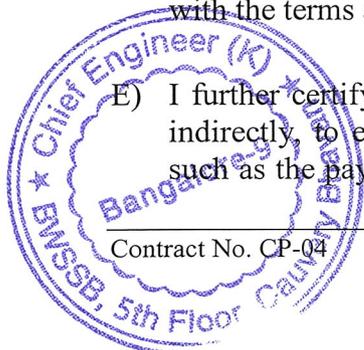
B') I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement,



negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA India office

16th Floor, Hindustan Times Building, Kasturba Gandhi Marg
New Delhi 110 001

Tel: +91-11-4909-7000

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of [Insert name of the Bidder]

Date:



Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Employer to insert its name and address]

IFB No.: [Employer to insert number of Invitation for Bids]

Date: [insert date of issue]

BID GUARANTEE No.: [insert guarantee reference number]

Guarantor: [insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of [insert description of Contract] under Loan Agreement No. [insert Loan Agreement Number].

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in words, (insert amount in figures)] upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid (hereinafter called "the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) fails to execute the Contract Agreement, or (ii) fails to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's Bidding Documents.

This guarantee will expire and shall be returned to the Applicant: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight (28) days after the end of the Bid Validity Period.



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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458¹.

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]



¹As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

Section V. Eligible Source Countries of Japanese ODA Loans

All Countries and Areas are eligible

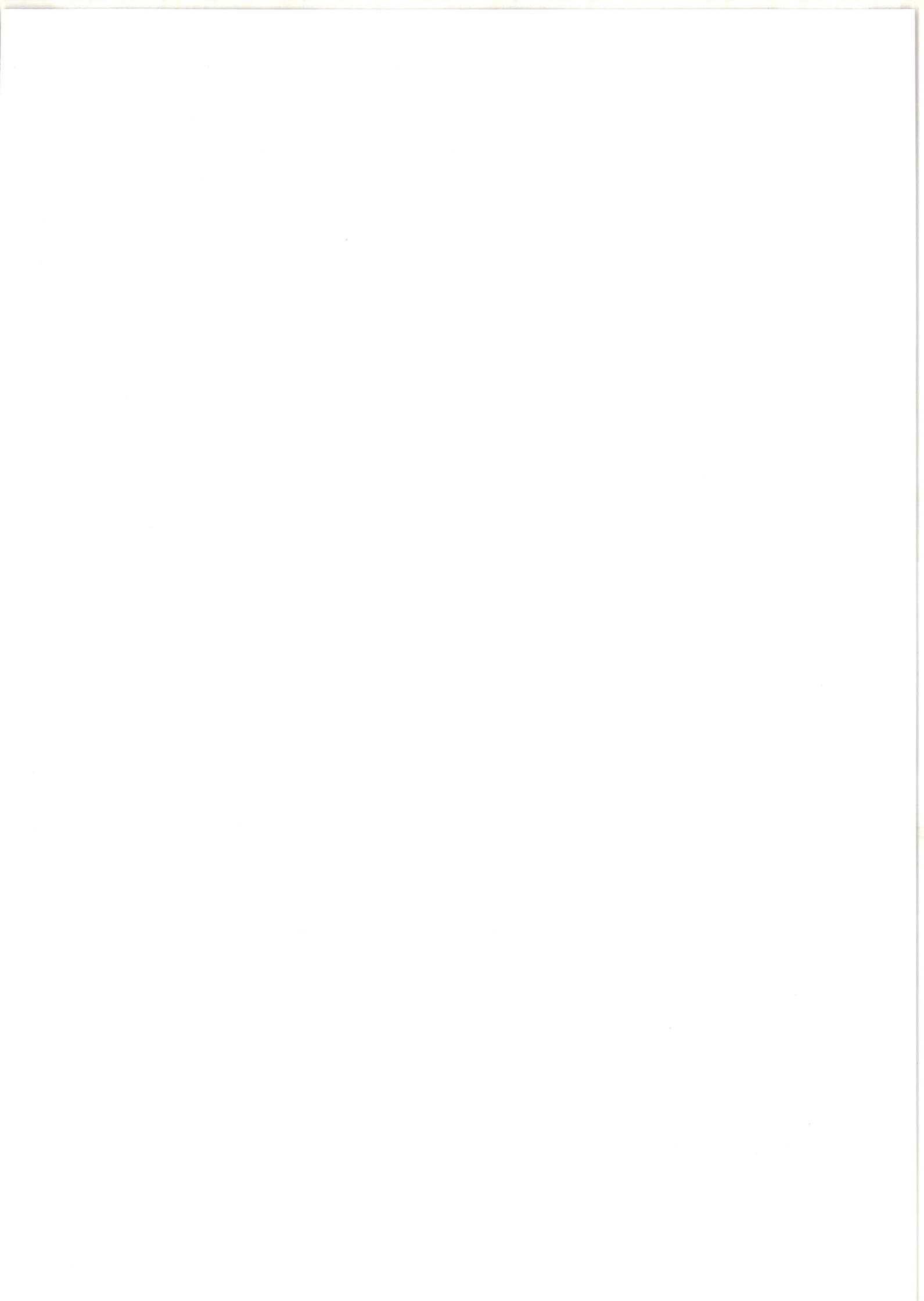


PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS



Section VII. General Conditions (GC)





Section VII. General Conditions (GC)

1. **Name of Employer: Bangalore Water Supply and sewerage Board**, acting through its Chief Engineer (K)

Name of the Contract: Procurement of Design/Engineering, Construction, Commissioning of pump station and reservoir at T.K. Halli with Seven (7) years of Operations and Maintenance

2. The Conditions of Contract comprise two parts, this Section VII - General Conditions of Contract (GCC) and the following Section VIII- Particular Conditions of Contract.
3. The GCC shall be the **Conditions of Contract for Design, Build and Operate Projects (First Edition 2008)**, (FIDIC Gold Book) prepared by the Fédération Internationale des Ingénieurs-Conseils or FIDIC (FIDIC Gold Book) available at <http://fidic.org/bookshop>. The GCC is deemed to include the General Conditions of Dispute Adjudication Agreement and the Procedural Rules for Dispute Adjudication Board Members.



Section VIII. Particular Conditions

Notes on Particular Conditions

The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Employer, the Engineer, the sector, the overall project and the Works. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A, Contract Data of the PC, includes data to complement the GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, the Specific Provisions of the PC should specify country- or project-specific provisions for PC in each case.

Clause numbers in the PC correspond to those in the GC.

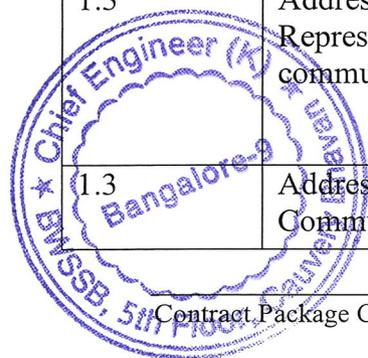


Section VIII - Particular Conditions of Contract

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

Sub-Clause	Data to be given	Data
1.1.24	Cost plus Profit	Cost + 5% (including profit, overhead and statutory deductions etc)
1.1.26	Cut Off Date	As per Sub-Clause 15.2 (h)
1.1.32	Employer's Name and Address	Bangalore Water Supply and Sewerage Board Represented by : The Chief Engineer (K) 5th Floor, Room No 501 Cauvery Bhavan, K.G. Road Bangaluru 560 009 Tel:+91-80-2294-5103 Email: ceed@bwssb.org
1.1.35	Employer's Representative	Executive Engineer, Kaveri Division, Bangalore Water Supply and Sewerage Board, Tataguni, Malavalli Taluk 571421, Karnataka, India Assisted by: Team Leader Project Management Consultants 9 th Floor, Cauvery Bhavan, K.G Road, Bangalore – 560009, Tel: +91-80-2970-1327 E-mai:tl@ontbbwssp.com
1.1.70	Section	Sections does not apply.
1.3	Address of Employer's Representative for communication	Bangalore Water Supply and Sewerage Board, Tataguni, Malavalli Taluk 571421, Karnataka, India
1.3	Address of Contractor for Communication	To be determined later



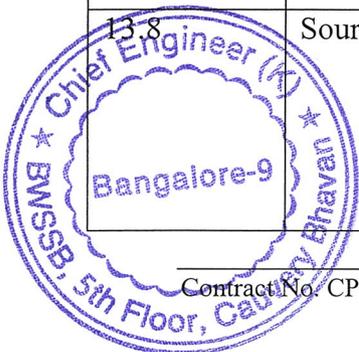
Sub-Clause	Data to be given	Data
1.3 (c)	Agreed Systems of Electronic Transmission	E-mail will be an acceptable form of electronic transmission system, provided a signed hard copy of the entire contents of the E-mail, including any attachments, is received within seven (7) days of the transmission of the e-mail.
1.4	Contract shall be governed by the law of	Republic of India
1.4	Ruling Language	English
1.4	Language for Communication	English
2.1	After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	Within 7 days from the commencement date
4.2	Performance Security (as percentages of Accepted Contract Amount in currencies)	<p>The Performance Security shall be furnished in two instalments.</p> <p>The first instalment shall be furnished within 28 days of the receipt of notification of award, in the amount (s) of Ten (10) percent of the Accepted Contract Amount for the Design-Build component excluding the Provisional Sums.</p> <p>The second instalment shall be furnished within 28 days from the commencement of commissioning period in the amount (s) of Ten (10) percent of the Accepted Contract Amount for the Operation Service period.</p> <p>The Performance Security shall be denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer.</p> <p>The Performance Security shall be in the form of an unconditional guarantee from any reputable bank, which may include Scheduled Banks in India, and if the Bank issuing the Performance Security is located outside India, it shall have a correspondent financial institution, which may include Scheduled Banks, in the territory of India to make it enforceable.</p>
4.2	Reductions in Performance Security from the end of Retention Period:	<p>40% of Performance Security for the design shall be returned at the end of the Retention Period;</p> <p>40% of the Performance Security for the design shall be returned following 5 years of continuous and satisfactory performance of the Operation Service in accordance with the Contract, as certified by the Audit Body; and</p> <p>The balance Performance Security shall be returned on issue of Contract Completion Certificate.</p>
5.1	Period for notification of errors,	60 days from the Commencement Date



Sub-Clause	Data to be given	Data
	faults and other defects	
5.2	Contractor's documents requiring approval	To be inserted. This may be referred to the Employer's requirement
6.5	Normal working hours on the Site during Design-Build Period	All days of the week as deemed fit by the Contractor..
6.5	Normal working hours on the site during Operation Service Period	As required to fulfil the contractual obligations - Operation and Maintenance shall be carried out 24 hours a day, 7 days a week, for all days of the year including national holidays
8.2	Period of the Operation Service	2555 days from the Commissioning Date. In the case of staged commissioning, the specified Operation Service Period shall be measured from the final Commissioning Date.
9.2	Time for Completion of Design-Build	"Design Build" – 30 Months (27 months of construction work and 3 months of trial run and commissioning period) from the Commencement Date as specified
9.2	Time for Completion of each Section	NA
9.6	Delay damages	0.1 % of the Accepted Contract Amount for the Design-Build Period for every day of delay.
9.6	Maximum amount of delay damages	10% of Accepted Contract Amount for the Design-Build Period.
10.6(a)	Maximum compensation payable by the Contractor.	10% of the Accepted Contract Amount for Operation Service.
10.6(b)	Maximum compensation payable by the Employer.	10% of the Accepted Contract Amount for Operation Service.
10.7	Performance Damages	'To be specified '
10.7	Minimum production outputs required	'To be specified 'in Section 6 Employer Requirements
10.7 (b)	Rights of the Employer if failure continues for more than 84 days.	As per Sub-Clause 10.7 (b) (i) and (ii) only
13.5 (b) (ii)	Percentage rate to be applied to Provisional Sums	5%



Sub-Clause	Data to be given	Data			
13.8	Adjustments for Changes in Cost	The following coefficient shall be applicable: Design Build Contract:			
		Co-efficient	Description of Co-efficient	% range of Weightings	Weightings % "Bidders to Specify Below"
		(a)	Fixed Co-efficient	15	15
		(b)	Labour	10-15	
		(c)	Cement	35-45	
		(d)	Steel	20-30	
		(e)	Fuel	5-10	
				Total	100
		O&M Contract:			
		Co-efficient	Description of Co-efficient	% range of Weightings	Weightings % "Bidders to Specify Below"
		(a)	Fixed Co-efficient	25	25
		(b)	Labour	75	
				Total	100
		13.8	Source of Indices	The following sources for cost indices shall be applicable: Cost of Index for Labour: Consumer price index for industrial workers for Bangalore centre for the quarter under consideration as published by Labour Bureau,	



Sub-Clause	Data to be given	Data																																							
		<p>Ministry of Labour, Government of India.</p> <p>Cost of Index for Cement: Wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p>Cost of Index for Steel: wholesale price index for steel (M.S. semi finished steel) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p>Cost of Index for fuel: official retail price of High Speed Diesel</p>																																							
14.2	Amount of Advance Payment (percent of Accepted Contract Amount)	<p>1) Total 10% of the Accepted Contract Amount for Design-Build component excluding Provisional Sums.</p> <p>2) Number of instalments: Two (2), each of 50% of total advance amount</p>																																							
14.2	Percentage deductions for repayment of Advance Payment	<p>Each installment of the mobilization advance shall be repaid to the Employer in 10 (ten) equal monthly payments as per the schedule given below:</p> <table border="1"> <thead> <tr> <th>Interim Payment for the Work done as per the Interim Payment Certificate After Payment of Advance</th> <th>Deduction from Interim Payment (Percent of Advance Amount)</th> <th>Cumulative recovery of advance (Percent of Advance Amount)</th> </tr> </thead> <tbody> <tr> <td>0 to 6</td> <td>No recovery</td> <td>0%</td> </tr> <tr> <td>7</td> <td>8.33%</td> <td>8.33%</td> </tr> <tr> <td>8</td> <td>8.33%</td> <td>16.66%</td> </tr> <tr> <td>9</td> <td>8.33%</td> <td>24.99%</td> </tr> <tr> <td>10</td> <td>8.33%</td> <td>33.32%</td> </tr> <tr> <td>11</td> <td>8.33%</td> <td>41.65%</td> </tr> <tr> <td>12</td> <td>8.33%</td> <td>49.98%</td> </tr> <tr> <td>13</td> <td>8.33%</td> <td>58.31%</td> </tr> <tr> <td>14</td> <td>8.33%</td> <td>66.64%</td> </tr> <tr> <td>15</td> <td>8.33%</td> <td>74.97%</td> </tr> <tr> <td>16</td> <td>8.33%</td> <td>83.3%</td> </tr> <tr> <td>17</td> <td>8.33%</td> <td>91.63%</td> </tr> </tbody> </table>	Interim Payment for the Work done as per the Interim Payment Certificate After Payment of Advance	Deduction from Interim Payment (Percent of Advance Amount)	Cumulative recovery of advance (Percent of Advance Amount)	0 to 6	No recovery	0%	7	8.33%	8.33%	8	8.33%	16.66%	9	8.33%	24.99%	10	8.33%	33.32%	11	8.33%	41.65%	12	8.33%	49.98%	13	8.33%	58.31%	14	8.33%	66.64%	15	8.33%	74.97%	16	8.33%	83.3%	17	8.33%	91.63%
Interim Payment for the Work done as per the Interim Payment Certificate After Payment of Advance	Deduction from Interim Payment (Percent of Advance Amount)	Cumulative recovery of advance (Percent of Advance Amount)																																							
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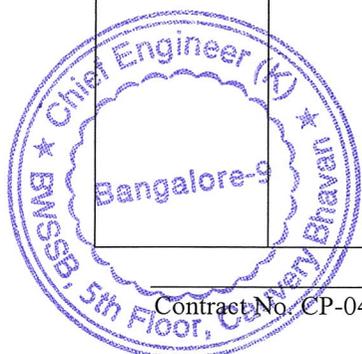
Sub-Clause	Data to be given	Data		
		18	8.33%	100%
14.3	Percentage of Retention	5%		
14.3	Limit of Retention Money	5% of Accepted Contract Amount		
14.6 (b) (i)	Plant and Materials	To be specified		
14.6(c) (i)	Plant and Materials for payment when delivered to the Site	In accordance to the payment terms provided at Schedule 2 – Schedule of Payments.		
14.7	Minimum Amount of Interim Payment Certificate	2.0% (two percent) of the Accepted Contract Amount for Design Build. No minimum amount of Interim Payment Certificate is applicable for operation service.		
14.17	Currencies for payment of Contract Price	Local currency : INR Foreign Currency : Japanese Yen and/or US \$		
14.17	Proportion of Currencies	To be specified.		
14.17	Rate of Exchange	As per Sub-Clause 14.17 (e)		
14.17	Currencies for Payment of Damages	'To be specified'		
14.19	Maximum Amount of Maintenance Retention Fund	5% of the total amount given in the Letter of Acceptance for the Operation Service.		
17.1	Operation of forces of nature allocated to the Contractor.	None		
17.8	Total liability of the Contractor shall not exceed	110% of the Accepted Contract Amount		
19.2 (a) (i)	Deductible Limits	None		
19.2 (a) (ii)	Additional sum to be insured	INR 10 Million		
19.2 (a) (4)	Additional sum to be insured	INR 10 Million		
19.2 (a) (5)	Employer's Risks to be insured if different to Sub-Clause 17.1	Nil		
19.2 (b)	Insurance for Contractor Equipment	INR 100 Million (or as deemed suitable by the Contractor based upon his equipment mobilisation at site)		
19.2 (c)	Amount of professional liability insurance	INR 100 Million		
19.2 (c)	Period for which professional liability insurance required	Up to 365 days from the issue of Contract Completion Certificate.		
19.2 (f)	Amount of insurance required for injury to persons and damage to property	Shall be at least 2% of Accepted Contract Amount subject to a minimum of INR (five) Million for each occurrence with unlimited occurrences.		
19.3 (a)	Amount of fire extended cover insurance required	Above ground assets: Rs.200 Million Underground assets: Rs.25 Million		
19.3 (d)	Other insurances required from	The Contractor shall ensure that the insurances		

Sub-Clause	Data to be given	Data
	the Contractor	taken out include cover for:
19.3 (e)	Other insurances required by law from the Contractor (give details):	None
19.3 (e)	Other optional insurances required from the Contractor	None
20.3	Date for appointment of DAB	28 days from the Commencement Date
20.4	The DAB shall comprise of:	"Three Members" One of the member to be appointed by Employer, another of the member by the contractor and third member by mutual consent of Employer/Contractor through "ICC/FIDIC / the President of Institute of Engineers India, Bangalore Chapter."
20.8	Place of Arbitration	In case of Indian Contractor : Bengaluru State of Karnataka, India
20.8	Language of Arbitration	English
20.8(a),(b) &(c)	Arbitration:	The dispute between the Employer and the Contractor, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, (1996)



Part B -Specific Provisions

Sub-Clause	Section	Specific Provision
1.1	Definitions	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.
1.15	Inspections and Audit by Employer	The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by the Employer, if so required by the Employer
1.1.66	Retention Period	Replace this sub-clause in its entirety by the following: "Retention Period" means the period of one year after the date stated in the commissioning certificate.
1.1.83	Year and Month	Amend the Definition as: "Year means three hundred and sixty five [365] days and "month" means thirty [30] days
1.1.84	JICA	Add new Definition as 1.1.84 as follows: "JICA" means the Japan International Cooperation Agency , the institution financing the project
1.1.85	Price Schedules	Add new sub-clause 1.1.85 as follows: "Price Schedules" means those schedule's incorporated in the contract showing the manner in which the contract price broken down into the rates and prices.
1.1.86	Schedule of Performance Guarantees	Add new sub-clause 1.1.86 as follows: "Schedule of Performance Guarantees" means the schedule incorporated in the contract detailing the performance standards to be achieved by the Contractor under the Contract.
1.2	Interpretation	Add the following sub-paragraphs, after sub-paragraph (f): (g) The word 'Tender' or 'tender' is synonymous with 'Bid' or 'bid' and the words 'Letter of Tender' are synonymous with 'Letter of Bid', and 'tender documents' with 'bidding documents' and (h) The words "Contractor's Proposal' are synonymous with 'Contractor's Technical Proposal".
1.5	Priority Document	Delete the documents (a) to (i) and substitute with the following: the Contract Agreement (if completed); the Letter of Acceptance; the Letter of Technical Bid; the Letter of Price Bid; the addenda Nos (addenda nos if any); the Particular Conditions of Contract-Part A; the Particular Conditions of Contract-Part B;



		<p>the Conditions of Contract – General Conditions; the Employers Requirements & Specifications; the Drawings; the Priced Bill of Quantities; Standard Basic Specifications for Water Supply Works contracts; any other documents issued by the Employer before signing the Contract Agreement and forming the part of the Contract; the completed Schedules; and the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans;</p>
1.9	Care and Supply of Documents	<p>Replace the entire third paragraph with the following: “If a Party becomes aware of an error or defect in a document which was prepared for use during execution of Works, the Party shall promptly notice to the other Party of such errors or defect”.</p> <p>Append the following text in the end of Sub Clause “Failure to issue such notice by the Employer or Employer’s Representative to the Contractor in respect of any error in the Contractor’s Documents shall not in any manner relieve the Contractor of its obligation to ensure the correctness and accuracy of Contractor’s Documents and their compliance with requirement of the Contract.”</p>
1.16	Inspections and Audit by the Employer / Employers Representative	<p>Add Sub Clause 1.16 as under: The Contractor shall permit Employer / Employers Representative and/or persons appointed by the Employer to inspect the Site and/or the Contractor’s accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Employer if required.</p>
2.4	Employers Financial Arrangements	<p>Insert This paragraph in Subclause 2.4 In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Employers Representative, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available.</p>
3.6	Management Meetings	<p>Insert this Sub-Clause after Sub-Clause 3.5: The Employer’s Representative or the Contractor’s Representative may require to attend a management meeting</p>



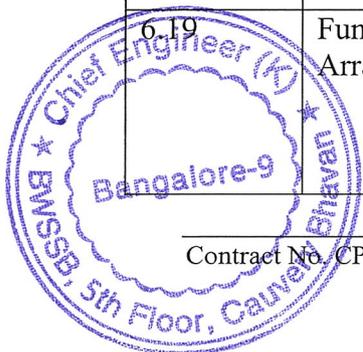
		in order to review the progress with reference to the agreed program and arrangements for future work. The Employer's Representative shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.
4.1	Contractor's General Obligations	In the second sentence of the fifth paragraph the words 'notified to' are replaced with the words 'approved by'
4.3	Contractor's Representative	Add the following at the end of this Sub-Clause: "If the Contractor's Representative or such persons are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer's Representative, acting reasonably". The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employers Representative.
4.4	Subcontractors	Replace the first sentence of the sub-clause 4.4 [Subcontractors] with the following: "The Contractor shall not sub contract more than 40% (Forty percent) of the works" Add the following at the end of this Sub-Clause: "The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.13 [Confidential Details] apply equally to each Subcontractor. Where practicable, the Contractor shall give fair and reasonable opportunity for Contractor's from the country to be appointed as Subcontractors.
4.12	Unforeseeable Physical Conditions	Add the following at end of the Sub-Clause: "In addition to notice of any unforeseeable physical conditions, the Contractor shall provide the Employer's Representative with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the Plant or Permanent Works."
4.16	Transport of Goods	Add the following at end of the Sub-Clause: The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting Materials, Goods and equipment, and construction.
4.21	Progress Reports	Insert following after Sub-Clause (h): (i) Monitoring of the obligations in Sub-Clauses 4.18, 6.4, 6.7, 6.12, and 6.13.



4.27	On-Site Log Book	Add new Sub-Clause as follows: “The Contractor shall maintain on site a log book, in a form approved by the Employer’s Representative and which shall integrate the fields required in the Employer’s Requirements. It will be used to record the Contractor’s activities on a daily basis, and any instructions from the Employer’s Representative given on site. The Employer’s personnel shall have the right to access to this document at all times, and one copy of each daily record shall be promptly provided by the Contractor to the Employer’s representative.”
5.6	Operation and Maintenance Manuals	Amend the Sub-Clause as: 28 days prior to the commencement of the Commissioning Period for any Section of Works, the Contractor shall supply to the Employer’s Representative two copies of all operation and maintenance manuals and commissioning plans in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Plant and the Works. The Contractor shall supply the balance of the required operation and maintenance manuals prior to the issue of the Commissioning Certificate. The Works or any Section shall not be considered to be completed for the purposes of issuing the Commissioning Certificate under Sub-Clause 11.7 [Commissioning Certificate] until the Employer’s Representative has received these documents.
6.1	Engagement of Staff and Labor	Add the following at the end of this Sub-Clause: “The Contractor shall, to the extent practicable and reasonable, employ staff and labor with appropriate qualifications and experience from sources within the Country”.
6.2	Rates of Wages and Conditions of Employment	Add the following at the end of this Sub-Clause: “The Contractor shall strictly abide by the labour laws of the Employers country with respect to minimum wages and other statutory requirements. The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.”
6.7	Health and Safety	Insert the following at the end of the Sub-Clause: 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 a program.
6.12	Foreign Personnel	Add Sub-Clause 6.12 as under: “The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works



		to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel." "The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial."
6.13	Supply of Foodstuffs	Add Sub-Clause 6.13 as under: The Contractor shall arrange for the provisions of a sufficient supply of suitable food as may be stated in the specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
6.14	Supply of Water	Add Sub-Clause 6.14 as under: The Contractor shall, having regard to local conditions, provide on the site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
6.15	Measures Against Insect & Pest Nuisance	Add Sub-Clause 6.15 as under: "The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticides."
6.16	Alcoholic Liquors or Drugs	Add Sub-Clause 6.16 as under: "The Contractor shall not, otherwise than in accordance with Laws of the Country, import, sell, give, barter, or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter, or disposal thereto by Contractor's Personnel."
6.17	Arms and Ammunition	Add Sub-Clause 6.17 as under: "The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so."
6.18	Festivals and Religious Customs	Add Sub-Clause 6.18 as under: "The Contractor shall respect the Country's recognized festivals, days of rest, and religious or other customs."
6.19	Funeral Arrangement	Add Sub-Clause 6.19 as under: "The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employee who may die while engaged upon the works."



6.20	Forced Labour	Add Sub-Clause 6.20 as under: “The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.”
6.21	Child Labour	Add Sub-Clause 6.21 as under: The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, 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. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
6.22	Employment Records of Workers	Add Sub-Clause 6.22 as under: The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer’s Representative. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor’s Personnel and Equipment].
6.23	Worker’s Organizations	Add Sub-Clause 6.23 as under: “In countries where the relevant labour laws recognize workers’ rights to form and to join workers’ organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers’ organizations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor’s Personnel from forming or joining workers’ organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor’s Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers’ representatives. Workers’ organizations are expected to fairly represent the workers in the workforce.”
6.24	Non-discrimination and equal Opportunity	Add Sub-Clause 6.24 as under: The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment



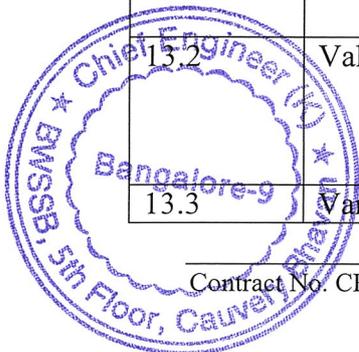
		relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.
6.25	Additional Clause for respectful workplace	Add the sub-Clause 6.25 as under: "The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified. The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up-to-date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request."
8.1	Commencement Date	Add the following to this sub-clause: Except otherwise specified in the Particular Conditions, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Employers Representative's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor: (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities in the Country; (b) delivery to the Contractor of reasonable evidence of the Employer's Financial arrangements (under Sub-Clause 2.4



		<p>[Employer's Financial Arrangements]) (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works; and (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.</p> <p>If the said Employers Representative's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].</p> <p>The Contractor shall commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.</p>
8.2	Operation Service Period	<p>Add the following: In the case of sectional completion, the Operate Service shall commence from the date stated in the initial Commissioning Certificate. The Operate Service Period shall continue till 2555 days after the date stated in the Commissioning Certificate of the final section.</p>
8.3	Programme	<p>Add the following sub-paragraph after sub-paragraph(e): “(f) the STI, STD and HIV/AIDS alleviation programme in accordance with Sub-Clause 6.7 [Health and Safety]”</p>
8.6	Contract Completion Certificate	<p>Replace in its entirety the 1st sentence in the 2nd paragraph by the following: “The Employer's Representative shall, subject to: Sub-Clause 11.8 [Joint Inspection Prior to Contract Completion], Sub-Clause 10.8 [Completion of Operation Service], Sub-Clause 14.18 [Asset Replacement Fund] and, Sub-clause 4.23 [Contractor's Operations on Site], issue the Contract Completion Certificate to the Contractor, with a copy to the Employer, within 21 days after the last day of the Contract Period.”</p>
9.1	Commencement of Design Build	<p>Add the following after the last sentence of this Sub-Clause: “ There shall be no work authorized to proceed on Site until such time the Contractor has affected the insurances defined under Sub-Clause 19.2 [Insurances to be provided by the Contractor during the Design-Build Period] in accordance with the provisions under Sub-Clause 19.1 [General Requirements].”</p>
9.3 (c)	Extension of Time	<p>After the words “exceptionally adverse climatic conditions”,</p>



	for Completion of Design Build	add the following: “as defined in the Employer’s Requirements”
10.2	Commencement of Operation Service	Add the following after the second paragraph: “The Operation Service shall not commence until such time the Contractor has affected the insurances defined under Sub-Clause 19.3 [Insurances to be provided by the Contractor during the Operation Service Period] in accordance with the provisions under Sub-Clause 19.1 [General Requirements].”
10.3	Independent Compliance Audit	Replace the text of the Sub-clause with the following: At least 182 days prior to the commencement of the Operate Service, the Auditing Body shall be appointed following a competitive selection process, to carry out an independent and impartial audit during the Operate Service. The terms of appointment of the Auditing Body shall be as specified in the Employer's Requirements, and the purpose will be to audit and monitor the performance of both the Employer and the Contractor during the Operate Service in compliance with the Operate Service Requirements. The Auditing Body shall commence its duties at least 30 days before commencement of Commissioning Period. Payment of the Auditing Body shall be made from the JICA’s loan. The procedures for the selection of the Auditing Body shall be in accordance with JICA’s Guidelines on the appointment of Consultants.
10.7	Failure to reach the production output	Replace the opening sentence of this sub clause with the following: “In the event that the Contractor fails to achieve any of the performance standards defined in the Schedule of Performance Guarantees, the Parties shall jointly establish the cause of such failure.
11.1	Testing of the Works	In the fifth Para last sentence replace the words: “Schedule of Guarantees” by “Schedule of Performance Guarantees
12.1(a) iii	Completion of outstanding work and Remedying the Defects	Add a new para in the Sub-Clause as under: (iii) on the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Sub-Clause 4.16.
13.1	Right to Vary	In the second paragraph of this clause, under point no.(iii) make the following correction: “Schedule of Guarantee” read as “Schedule of Performance Guarantee”
13.2	Value Engineering	Add the following as sub para (f): “(f) Improve the Contractor’s efficiency and thereby assist the Contractor to achieve the Contract milestones or Minimum Service Levels.”
13.3	Variation Procedure	In the last Para replace the words “reasonable profit” by:



		<p>“reasonable profit which shall be the percentage profit applicable to the Cost as stated in the Contract Data for Cost Plus Profit under Sub-Clause 1.1.24”</p>
13.5	Provisional Sums	<p>The following text shall be added at the end of Sub-Clause 13.5:</p> <p>“As an exception to the above, the Provisional Sum for the cost of the DB shall be used for payments to the Contractor of the Employer’s share (one-half) of the invoices of the DB for its fees and expenses, in accordance with GC 20.2. No prior instruction of the Engineer shall be required with respect to the work of the DB. The Contractor shall produce the DB invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3, which contain requests for payment under the Provisional Sum toward the cost of the DB. The Engineer’s certification of such Statements shall be based upon such invoices and such evidence of payment by the Contractor. Contractor’s overhead, profit, etc., shall not be included in the provisional sums for the cost of the DB.”</p> <p>KPTCL work carried out by subcontractor will be paid through provisional sum. For the same the Contractor has to do the necessary liasoning work for which a 3% O&H charges provision may be included.</p>
13.8	Adjustments for changes in Cost	<p>Replace G C Sub-Clause 13.8 with the following text:</p> <p>The Contract price and rates and prices shall be adjusted for Design Build part of the Contract.</p> <p>This clause is operative both ways, i.e. if the Price Adjustment as calculated is on the plus side, payments on account of the Price Adjustments shall be allowed to the Contractor from the Employer and if it is on the negative side, the Employer shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the Contract.</p> <p>Price Adjustment Formula for Design Build:</p> <p>The amount to be added to or deducted from the Interim Payment Certificates for changes in cost and legislation shall be determined from the formulae. The formulae will be of the following general type:</p> $P_n = a + (b) (L_n/L_o) + (c) (C_n/C_o) + (d) (F_n/F_o) + \text{etc}$ <p>Where:</p> <p>“P_n” is the adjustment factor to be applied to the payment for Design Build part of the contract.</p> <p>a” is a fixed coefficient, representing the non-adjustment portion;</p> <p>“b”, “c”, “d”, etc., are coefficients representing the estimated</p>



		<p>proportion of each cost element (say Labor (L), Chemicals (C), Fuels and lubricants (F), etc.) in the Design and Build part , as specified in Part A - contract Data ; “Ln”, “Cn”, “Fn”, etc., are the current cost indices or reference prices for month “n” to which the particular Interim Payment Certificate is related; “Lo”, “Co”, “Fo”, etc., are the base cost indices or reference prices corresponding to the above cost elements, on the Base Date as defined in conditions of contract</p> <p>O&M Part of the Contract:</p> <p>The amount to be added to or deducted from the Interim Payment Certificates for changes in cost and legislation shall be determined from the formulae. The formulae will be of the following general type: $P_n = a + (b) (L_n/L_o)$</p> <p>Where: “Pn” is the adjustment factor to be applied to the payment for O&M part of the contract.</p> <p>a” is a fixed coefficient, representing the non-adjustment portion; “b”., is the coefficient representing the estimated proportion of cost element (say Labor (L), in the O&M part , as specified in Part A - contract Data ; “Ln”, is the current cost indices or reference prices for month “n” to which the particular Interim Payment Certificate is related; “Lo” is the base cost indices or reference prices corresponding to the above cost elements, on the Base Date as defined in conditions of contract</p>
14.1	The Contract Price	<p>Add the following sentence in the end of the text of Clause 14.1 [The Contract Price] The Accepted Contract Amount shall be deemed to include all taxes, duties, levies, cess, royalty to Government, GST and other charges imposed on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and supplies to be used on or furnished under the Contract and on the services performed under the Contract</p>
14.2	Advance Payment	<p>Delete the entire text of Sub-clause 14.2 and replace with the following text: Employer will, if requested by the Contractor, make interest-free mobilization advance payments to the Contractor to assist in defraying the initial expenses that will necessarily be incurred by the Contractor for mobilization. The advance payments shall be used by the Contractor exclusively for</p>



mobilization expenses, as per the programme approved by the Employer's Representative. The total amount of such advance payments, and the number of installments, shall be as stated in the Part A-Contract Data.

The Employer's Representative will issue an Interim Payment Certificate for the first installment after signing of Contract Agreement.

The 2nd instalment of Mobilisation Advance will be released after meeting the below requirements as specified.

Mobilized the Project Manager for the Contract.

Established and staffed a functional design office at Bangalore.

Mobilized the survey and subsoil investigation crews to the Site and commenced the surveys and subsoil investigations.

Submitted a list of proposed subcontractors (if any) and their respective agreements for approval by the Employer's Representative.

Submitted the proposed "Submission and Anticipated Approval Program" for construction documents for approval by the Employer's Representative

Submitted the proposed construction programme for approval by the Employer's Representative

Submitted, for approval by the Employer's Representative mobilization/ deployment schedules for:

Contractor's key personnel required for managing, executing and supervising the Works,

Contractor's Plant, Machinery and Equipment required for executing the Works; and

Procurement Schedule for major materials and equipment to be incorporated into the Permanent Works,

Submitted a Cash Flow Forecast for approval by the Engineer.

Submitted a list of proposed quarries, suppliers and manufacturers, along with their credentials, for approval by the Engineer.

Submitted details of funds mobilized by himself as per the Cash Flow Forecasts.

Actual deployment of: (i) such Personnel, (ii) Machinery and Equipment, and (iii) placing of orders for major materials and equipment to be incorporated into the Permanent Works, as per the approved deployment schedules.

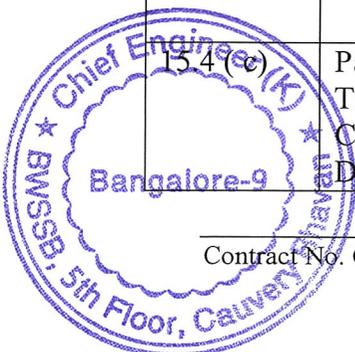
Established the fully furnished Site office(s).

Placed confirmed orders for supply of major items of material and equipment which is to be incorporated into the Permanent Works as per the approved procurement schedule.

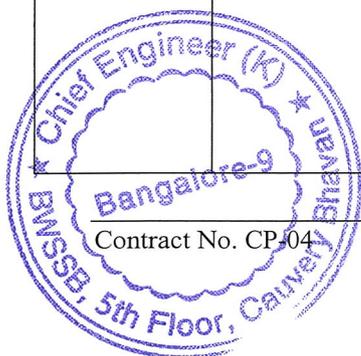
Procured initial quantities of structural steel, pipes/plates,



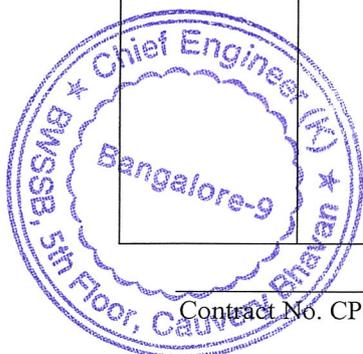
		<p>cement, steel, shuttering materials, etc., required for executing the civil works in accordance with the approved schedule.</p> <p>Established and staffed, with qualified personnel a completely equipped testing laboratory at site for quality control purpose.</p> <p>Commenced construction work at the Site in accordance with the approved construction program.</p> <p>It is expected that the Contractor will also mobilize sufficient funds, which should normally be not less than the advance provided by the Employer, so that adequate cash flow is maintained at all times during the execution. The Contractor is required to maintain liquidity from its own sources, and the advance from the Employer is only intended to facilitate the Contractor's mobilization and enhance activities at the Site.</p> <p>If the advance payments have not been fully repaid prior to issue of the Commissioning Certificate, or prior to termination under Clause 15 [Termination by the Employer] or Clause 16 [Suspension and Termination by Contractor] or Clause 18 [Exceptional Risks] (as the case may be) the whole of the balance, then outstanding, shall immediately become due and payable by the Contractor to the Employer. The Employer may, at its sole discretion, forfeit the Bank Guarantee given by the Contractor as security for such advance, if the Contractor fails to pay such dues to the Employer within a reasonable time.</p>
14.10	Payment of Retention Money	<p><i>Add the following at the end of the sub-clause</i></p> <p>The second half of the retention money can also be released on issuance of the Commissioning Certificate on production of the Retention Money Security</p>
14.17	Currencies of Payment	<p><i>Delete the entire text of first paragraph Sub-clause 14.17 and replace with the following text:</i></p> <p>The Contract Price shall be paid in the currency or currencies named in the Contract Data or as agreed by both the Parties.</p> <p><i>Delete the entire text of sub paragraph (a) of this Sub-clause 14.17.</i></p>
14.20	Payment Procedure	<p>Add the following sub-clause:</p> <p>JICA's disbursement procedure is applied to this Contract for the Local currency portion of the Contract; For the Foreign currency portion JICA's commitment procedure to be followed and the Employer shall bear the bank charges (LC charges).</p>
15.4 (c)	Payment after Termination for Contractor's Default	<p>And append the text as below in the end of sub para (c):</p> <p>Without prejudice to whatever stated in the forgoing sentences, upon termination +for Contractor's default the Employer shall recover directly or through forfeiture the</p>



		<p>following: 20% of the value of the un-finished works and as estimated by the Employer's Representative Amount of Liquidated Delay Damages as per sub clause 9.6 [Delay Damages Relating to Design Build] Amount of Retention Money as per sub clause 14.10 [Payment of Retention Money] Performance Security as per sub-clause 4.2 [Performance Security] including Additional Performance Security. After recovering any losses damages and extra costs if the total sum is greater than the sum due to the contractor than the Employer shall pay the balance to the Contractor; if less then Contractor shall compensate the balance to the Employer.</p>
15.8	Termination due to corrupt and fraudulent practice	<p>Add the following sub-clause: If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer]. Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].</p>
16.1	Contractor's Entitlement to suspend work	<p>Add this paragraph after the 1st paragraph of GC 16.1: Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.</p>
16.2	Termination by Contractor	<p>Replace the (d) of the sub clause as : (d) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract.</p> <p>Add (h) as: the Contractor does not receive the Employers Representative's instruction recording the agreement of both Parties on the fulfilment of the conditions for the</p>



		<p>Commencement of Works under Sub-Clause 8.1 [Commencement of Works]</p> <p>Add the paragraph as the penultimate paragraph of this sub clause: In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work, and (ii) terminate his employment under the Contract by giving notice to the Employer, with a copy to the Employers Representative, such termination to take effect 14 days after the giving of the notice.</p>
17.4	Employer's risks during the Operate Service Period.	<p>Add new sub-paragraph (c) as follows: (c) Employer risks associated with the operation of the facilities: Non- availability of electric power for Operation.</p>
18.1	Exceptional Risks	<p>Add additional risks as follows: (g) Interruptions in availability of electricity</p>
20.8	Arbitration	<p><i>Replace the entire Sub-Clause 20.6 with the following:</i> Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows: (a) If the contract is with foreign contractors (or if the lead partner is a foreign contractor, in case of JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules. (b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country. The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]. The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of</p>



		<p>the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p> <p>Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.</p> <p>Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.</p>
20.10	Disputes Arising during the Operation Service Period	<p>Replace the first paragraph Sub-Clause 20.10 in its entirety with the following: “Disputes arising during the operation service period which cannot be resolved between the parties shall be settled by a one-person DAB (“Operation Service DAB”). Such person shall be jointly agreed and appointed by the parties by the date 28 days after one party has given notice to the other Party of its intention to refer a Dispute to the DAB in accordance with this Sub-Clause. Delete the text of third paragraph –“Such person....., (or third or fourth as the case may be) five years terms.” -in entirety. Replace the text of penultimate paragraph Sub of this Clause 20.10 in its entirety with the following: The appointment of the Operation Service DAB shall expire 28 days after it has given its decision in writing to the Parties.</p>



Section IX. Annex to the Particular Conditions - Contract Forms

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[Option B: To be used in case of Single-Stage Two Envelop Bidding procedure]

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Letter of Acceptance

[Insert letterhead paper of the Employer]

[Insert date]

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement



[Option B: To be used in case of Single-Stage Two Envelop Bidding procedure]

Contract Agreement

THIS AGREEMENT made the *[insert day]* day of *[insert month]*, *[insert year]*, between *[insert name of the Employer]* (hereinafter "the Employer"), of the one part, and *[insert 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.

(a) the Contract Agreement (if any),

(b) the Letter of Acceptance,

(c) the Letter of Bid,

(d) Corrigendum & Addendum and Reply to Pre-Bid Queries issued,

(e) the Particular Conditions, - Part A Contract Data),

(f) the Particular Conditions – Part B (Specific Provisions),

(g) these General Conditions,

(h) the Employer's Requirements (drawings, schedules, specifications, etc)

(i) the Schedules, and

(j) the Contractor's Proposal and any other documents forming part of the Contract.

(k) The Form Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans;

3. In consideration of the payments to be made by the Employer to the Contractor as specified 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 *[insert the laws of the borrowing country]* on the day, month and year specified 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



Schedules

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SCH 1 : Schedule of Prices

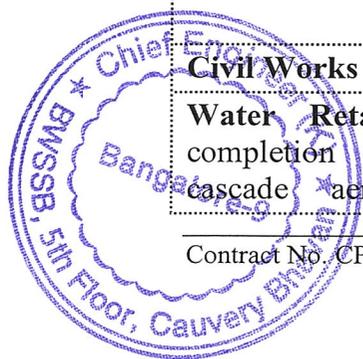
As per Volume 3

SCH 2: Schedule of Payment

Payment Schedule shall be regulated as under:

The designation "P" means progressive monthly payments up to the limits indicated, based on progress made by the Contractor. The designation "LS" means that lump sum payment is made upon completion of the activity described.

Payment Schedule				
Major Work Category	Type of Payment	Payment (in % of Total Price)	Amount	Cumulative%
Design, drawings and Documentation (Schedule 1)	LS	100 %		
Mechanical, Electrical and Instrumentation control & Automation Plant, Equipment and Machinery for Incorporation in the Permanent Works (Fabrication, Supply and Transportation) (Schedule 2)				
Plant, Equipment and machinery (Fabrication, Supply and Transportation)	LS	100%		
Civil Works, Installation and Testing (schedule 2)				
Civil Works				
Water Retaining Structures after completion of Construction (e.g. cascade aeration, Parshall flume,	P	85%		



Payment Schedule

Major Work Category	Type of Payment	Payment (in % of Total Price)	Amount	Cumulative%
coagulation/flocculation tanks, sedimentation basins, filters, clear water reservoirs, sludge balancing and wash water tanks etc.)				
Water Retaining Structures after Hydraulic/Pneumatic Testing	P	5%		
Water Retaining Structures after completing Finishing, protective coating measures etc	P	5%		
Water Retaining Structures after successful completion of testing, trial run, and performance guarantee test	LS	5%		
Non-Water Retaining Structures, after completion of construction (like Pump House Electrical Panel Room Blower Room, Laboratory roads, drains pathways, stairs etc.).	P	90%		
Non-water retaining structures after completing finishing, protective coatings etc	P	5%		
Non-Water Retaining Structures, after successful completion of testing, trial run, and performance guarantee test	LS	5%		
Installation, testing, trial run, performance Guarantee Test and commissioning of Mechanical, Electrical, Instrumentation control and Automation Works (schedule 3A and 3B)				
Supply and Delivery at Site with proper storage (Supply of equipment shall be in-line with approved construction programme)	P	50%		
Successful Installation	P	20%		
Completion of testing, trial run, and performance guarantee test and commissioning	LS	20%		
Certification by the Employer on Successful completion and commissioning	LS	10%		



Payment Schedule				
Major Work Category	Type of Payment	Payment (in % of Total Price)	Amount	Cumulative%
Operation and Maintenance during Seven (7) Years Period (Schedule 6)				
Monthly O&M Services (On completion of each month's operations and maintenance.) inclusive of man power, consumables, & preventive maintenance/ replacement.	P	100%		

SCH3: Schedule of Adjustment

As per Schedules of Adjustment to be quoted by the Bidder along with Letter of Price Bid (Table A for Local Currency and Table B for Foreign currency)

SCH 4: Schedule of Guarantee

The Schedule of Guarantee as per the Bid Form will be submitted with the Letter of (Technical) Bid.



Performance Security

Option 1: (Demand Guarantee)

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of the Employer]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of the contract and brief description of the 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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]([insert amount in words])*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.



¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

This guarantee shall expire, no later than the *[insert the day]* day of *[insert month]*, *[insert year]*², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]



² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9.

Advance Payment Security

Demand Guarantee

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and address of the Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date of the contract]* with the Beneficiary, for the execution of *[insert 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 *[insert amount in figures]* (*[insert amount in words]*) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and 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.



A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified 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 (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*



Retention Money Security

Demand Guarantee

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Commissioning Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Commissioning Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the

The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Commissioning Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.



Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number *[insert account's number]* at *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the *[insert day]* day of *[insert month]*, *[insert year]*², and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

² *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

