



BIDDING DOCUMENTS

for

**Ground Level Reservoirs along Eastern Route
[Gottigere (50 ML), Doddakanahalli (48ML),
Kadugodi (48 ML)]**

Contract Package – BWSSP (III) / JICA / CP-12

Local Competitive Bidding (LCB)

Works Contract

**Volume I - Bidding Procedures and Conditions of
Contracts**

**Employer: Bangalore Water Supply and Sewerage Board
(BWSSB)**

Country: India

**Project: JICA Assisted Bengaluru Water Supply and
Sewerage Project (Phase 3)**

Loan No.: ID-P266

December 2019

Project Management Consultants:

Oriental Consultants Global Co., Ltd. Japan (OC Global)

NJS Engineers India Pvt Ltd, India (NJSEI)

Tata Consulting Engineers Limited, India (TCE)

In Association with Black and Veatch (BV)

Table of Contents

Volume I (Bidding Procedures and Conditions of Contracts)

Invitation for Bids: IFB-1

PART 1 - Bidding Procedures

Section I. Instructions to Bidders ITB-1

Section II. Bid Data Sheet..... BDS-1

Section III. Evaluation and Qualification CriteriaEQC-1

Section IV. Bidding FormsBF-1

Section V. Eligible Source Countries of Japanese ODA Loans ESC-1

PART 3 - Conditions of Contract and Contract Forms

Section VII. General Conditions (GC)..... GC-1

Section VIII. Particular Conditions.....PC-1

Section IX. Contract FormsCF-1

Volume II – Works Requirements

PART 2 - Section VI: Works Requirements

Scope of Works

Specification

Volume III – Price Bid

PART 1 - Section IV: Bidding Forms – Price Bid

Letter of Price Bid

Schedule of Adjustment Data

Price Proposal

I. Preamble to Bill of Quantities

II. Price Schedule

Volume IV – Works Requirements: Drawings

Standard Basic Specifications (Civil and Structural Works) for Water Supply Works Contracts

Invitation for Bids

Date: 26/12/2019

Loan Agreement No: ID-P266

IFB No: BWSSB/CE(K)/ACE(K)-1/TA-11/AE-2/2483/2019-20

Reference Identification no: BWSSP (III) /JICA/CP-12

1. The Bangalore Water Supply and Sewerage Board (BWSSB) through Government of India (GoI) has received a loan from Japan International Cooperation Agency (JICA) towards the cost of Bengaluru Water Supply and 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 “Ground Level Reservoirs along Eastern Route [Gottigere (50 ML), Doddakanahalli (48ML), Kadugodi (48 ML)] (Contract Package no. BWSSP (III) /JICA /CP-12).
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 Bids from eligible Bidders for Construction of “Ground Level Reservoirs along Eastern Route [Gottigere (50 ML), Doddakanahalli (48ML), Kadugodi (48ML)]” hereafter referred to as “the “**Works**”. Local Competitive Bidding (LCB) 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: +91-80-22945103, Fax: +91-80-22945103, email: cecd@bwssb.gov.in. Also, for the reference purpose only, Bidding Documents are available on the Web site, <http://www.bwssb.gov.in>. In the event of any discrepancy between the downloaded copy and the original purchased, as stipulated in Para 5, the original shall prevail.
5. A complete set of the Bidding Documents may be purchased by interested Bidders on the submission of a written application to the address mentioned in the para 4 above and upon payment of a non-refundable fee of **INR 25,000/- + GST (5%) = INR 26,250/- (Indian Rupees Twenty Six Thousand Two Hundred and Fifty only)**. 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 Works under Japanese ODA Loans.
7. Bids (Technical and Financial) Original + 1 Copy, 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 given above (in para 2). Bidding Schedules are:

Start Date & Time for purchase of Bid Documents	30/12/2019	at 10:00 hrs
Last date & time for purchasing Tender documents	11/02/2020	at 15:00 hrs
Deadline of Submission of Bids	12/02/2020	at 15:00 hrs
Date / time of opening of Technical Bids	12/02/2020	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, Bengaluru, 560 009. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
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, Bengaluru- 560 009 on 12/02/2020.

Bangalore Water Supply and Sewerage Board (BWSSB)
Office of the Chief Engineer (K)
BWSSB, 5th Floor,
Cauvery Bhavan, K.G. Road,
Bengaluru, 560 009
Tel: +91-80-2294-5103
Fax:+91-80-22945103,
Email: cecd@bwssb.gov.in

PART 1 - Bidding Procedures (Single Stage Two Envelope)

Section 1

Instruction to Bidders

The Instructions to Bidders governing this bidding process are the “Instructions to Bidders” included in **Option B: Two-Envelope Bidding, Section I**, of the Standard Bidding Documents for Procurement of Works (version 1.1), published by JICA in October, 2012. 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 these Instructions to Bidders is not attached to these Bidding Documents.

Section II. Bid Data Sheet

Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation is: BWSSB/CE(K)/ACE(K)-1/TA-11/AE-2/2483/2019-20
ITB 1.1	The Employer is: Bangalore Water Supply and Sewerage Board (BWSSB) through The Chief Engineer (K)
ITB 1.1	Ground Level Reservoirs along Eastern Route [Gottigere (50 ML), Doddakanahalli (48ML), Kadugodi (48 ML)] (Contract Package no. BWSSP (III) /JICA /CP-12).
ITB 2.1	The Borrower is: The President of India for Bengaluru Water Supply and Sewerage Project (Phase 3)
ITB 2.1	The number of the Loan Agreement is: ID-P266 The amount of a Japanese ODA Loan is: 45,000 Million Yen 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 process is not subject to prequalification.
B. Bidding Documents	
ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: The Chief Engineer (K) BWSSB, Cauvery Bhavan, 5 th Floor, K.G. Road, Bengaluru, Karnataka 560 009 India Telephone: +91-80-2294-5103 Facsimile number: +91-80-2294-5103 Electronic mail address: cecd@bwssb.gov.in

ITB 7.1	Responses to any request for clarification, if any, will be published in https://www.bwssb.gov.in
ITB 7.4	A pre-bid meeting will take place at the following date, time and place: Date: 09/01/2020 Time: 15:00 Hrs Place: BWSSB, 5 th Floor Cauvery Bhavan, Conference Room A site visit conducted by the Employer will be organized on 10/01/2020 on request of Bidders.
ITB 8.2	Addendum, 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 13.2	No alternative time of completion is permitted.
ITB 14.7	Rates and prices to be quoted by bidder shall be inclusive of all duties, levies and other taxes including GST as applicable. The Bidder should not consider any tax exemption in his quoted price.
ITB 15.1	The Local currency: INR shall be applicable to the contract
ITB 18.1	Bids shall remain valid for a period of 120 days from the last date of submission of Bids.
ITB 18.3	The entire clause 18.3 is not applicable for the contract
ITB 19.1	The amount and currency of the Bid Security shall be INR 29,000,000 (Indian Rupees Twenty Nine Million only) in favour of the Chief Engineer (K), "Bangalore Water Supply and Sewerage Board".
ITB 19.2(a)	If the BG is issued by Indian bank, the same shall be a bank named in the list of Banks approved by Reserve Bank of India (RBI).
ITB 19.2 (d)	Not Applicable
ITB 19.7	In case the JV is not legally incorporated, the Bid Security can be submitted by lead member / lead partner on behalf of the JV. If the JV has been legally incorporated prior to submitting the Bid, then a single Bid Security from the JV company account shall be deposited. 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 20.1	In addition to the original Bid submitted, the number of additional copies: Two (2).

ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Original Power of Attorney (legally valid) authorizing the signatory of the bid to commit for the bidder, signed by their legally authorized representatives.
D. Submission and Opening of Bids	
ITB 22.1	<p>For bid submission purpose the Employer's address is:</p> <p>The Chief Engineer (K) BWSSB, Cauvery Bhavan, 5th Floor, K. G. Road, Bengaluru, Karnataka 560 009 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 is:</p> <p>Date: 12/02/2020 Time: 15:00 Hrs</p>
ITB 25.1	<p>The Technical Bid (consisting of Initial Filter) opening shall take place at:</p> <p>Office of the Chief Engineer (K) BWSSB, Cauvery Bhavan, 5th Floor, K. G. Road, Bengaluru, Karnataka 560 009 India Telephone: +91-80-2294-5103 Facsimile number: +91-80-2294-5103 Electronic mail address: cecd@bwssb.gov.in</p> <p>Date: 12/02/2020 Time: 15:30 Hrs</p>
E. Evaluation, and Comparison of Bids	
ITB 34.1	The entire Clause 34 is not applicable for the Contract.

Section III. Evaluation and Qualification Criteria

Evaluation and Qualification Criteria

1. Evaluation

1.1 Evaluation of Technical Bids

1.1.1 Assessment of Adequacy of Technical proposal with requirements.

1.1.2 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	Structural Engineer	Master Degree in Structural Engineering	10	5	1
3	Construction Project Engineer (Civil)	Graduate in Civil Engineering	10	5	3
4	Construction Project Engineer (Mechanical)	Graduate in Mechanical Engineering	10	5	1
5	Construction Project Engineer – Electrical / Instrumentation & Control (I&C)	Graduate in Electrical or Instrumentation & Control Engineering	10	5	1
6	Quality Assurance / Quality Control Engineer	Graduate in any Engineering Discipline	8	4	1
7	Health & Safety Engineer (Accident Prevention officer)	Diploma in construction safety accredited by BSS / Certified	5	2	1
8	Environmental Specialist	Degree in Environmental Engineering / Master in Environmental Science	10	5	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.

1.1.3 Equipment

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

Sl. No.	Equipment Type and Characteristics	Number Required (Nos)
1	Crane or Hydra (10 ton)	3
2	Loader cum back hoe (0.7 m ³)	3
3	Excavators (1 m ³)	3
4	Tipper/Dumper Trucks (10 m ³)	3
5	DG Set (30 KVA)	3
6	Concrete Batching Plant-semi automatic (20 m ³ Capacity)	1
7	Dewatering pumps	3

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

1.2 Evaluation of Price Bids

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

1.2.1 Quantifiable Nonmaterial Nonconformities and Omissions

The evaluated cost of quantifiable nonconformities are determined as follows: Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions 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, except for the omissions stated in ITB 14.2 which shall be treated in accordance with said clause.

1.2.2 Award criteria for Multiple Contracts (ITB 36.4): The criteria for qualification is the aggregate minimum requirement set forth by the Employer, for respective packages- CP-12 and CP-13 as specified under Clause 2.3.2 and 2.3.3.

1.2.3 Evaluation of Price Bid shall include all taxes and duties.

1.3 Alternate Completion Times : Not Applicable

1.4 Alternate Technical Solutions for specified parts : Not Applicable

2. Qualification

(i) Exchange Rate for Qualification Criteria : Not Applicable

(ii) Qualification Criteria for Multiple Contracts : Not Applicable

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	
2.1 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 and ELI 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 Technical 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 Technical Bid Form ACK

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	
2.2 Historical Contract Non-Performance							
2.2.1	History of non-performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor's default since 1 st Jan 2018	Must meet requirement (ii)	N/A	Must meet requirement (ii)	N/A	Form CON
2.2.2	Pending Litigation	The Bidder shall submit along with, 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
2.2.3		The Bidder shall submit details that demonstrate no consistent history of Court/arbitral award decisions against the Bidder (iii) since 1st January 2015.	Must meet requirement (ii)	N/A	Must meet requirement (ii)	N/A	Form CON

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/Sub-Factor or	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2 Historical Contract Non-Performance							
<p>Notes for the Bidder</p> <p>(i) Non-performance, as decided by the Employer, shall include all contracts</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 Bid 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 or any member of a joint venture may result in failure of the Bid..</p>							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Enti ty	Joint Venture (existing or intended)			Submissio n Requir ements
				All Parties Combined	Each Member	One Member	
2.3 Financial Situation							
2.3.1	Financial Performance	<p>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.</p> <p>As the minimum requirement, Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1 with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Enti ty	Joint Venture (existing or intended)			Submissio n Requir ements
				All Parties Combined	Each Member	One Member	
2.3 Financial Situation							
2.3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of INR 1180 Million 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	Form FIN – 2
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 INR 295 Million for the subject contract(s) net of the Bidders other commitments.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40 % of the requirement	Form FIR – 1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Enti ty	Joint Venture (existing or intended)			Submissio n Requir ements
				All Parties Combined	Each Member	One Member	
2.3 Financial Situation							
		(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR – 1 and FIR - 2
2.3.4	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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Enti ty	Joint Venture (existing or intended)			Submission Require ments
				All Parties Combined	Each Member	One Member	
2.4 Experience							
2.4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor (single entity or JV member), subcontractor, or management contractor for normally at least the last 5 years	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 2.4.1
2.4.2 (a)	Specific Construction Experience - RCC Ground Level Reservoir	The Bidder shall have experience in the role of prime contractor (single entity or JV member) for experience in Construction, Testing, and commissioning minimum (i) One (1) no. RCC Ground Level Reservoir of at least 40 ML capacity successfully completed in the last 10 years, or (ii) Two (2) no. RCC Ground Level Reservoirs of at least 25 ML capacity successfully completed in the last 10 years All the above Works should have been completed and commissioned	Must meet requirement	Must meet requirement (iv), (v)	N/A	N/A	Form EXP – 2.4.2 (a)

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Enti ty	Joint Venture (existing or intended)			Submission Require ments
				All Parties Combined	Each Member	One Member	
2.4 Experience							
		during last Ten (10) years as on date of submission of Bid.					
<p><u>Notes for the Bidder</u></p> <p>(i) A management contractor is a firm which takes on the role of contract management as a “general” contractor 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 while bearing full responsibility and risk for price, quality, and timely performance of the work contract.</p> <p>(ii) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Scope of Works. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.</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) For contracts under which the Bidder participated as a JV member shall be considered to meet this requirement.</p> <p>(v) The Bidder shall furnish the certificate for the component certified by employer (end user), details shows in the certificate to be specified required information (as per form EXP-2.4.2(a) in Section IV Bid Forms). If no evidence is furnished in the Bid, the experience shall not be considered. The Bidder shall also submit the Email ID and Telephone Nos. of the concerned client. submit the translation of such Experience Certificate from other languages to English with self-certification. The Bidder shall also submit the Email ID and Telephone Nos. of the concerned client.</p>							

Section IV. Bidding Forms

Table of Forms

Letter of Technical Bid	2
Letter of Price Bid.....	4
Schedule of Adjustment Data	6
Technical Proposal.....	8
Site Organization	9
Method Statement	10
Mobilization Schedule	11
Construction Schedule	12
Safety Plan	13
Form PER -1: Proposed Personnel	14
Form PER -2: Resume of Proposed Personnel	15
Form EQU: Equipment	17
Form ELI - 1: Bidder Information	19
Form ELI - 2: Bidder's Party Information	20
Form CON: Historical Contract Non-Performance	21
Form FIN - 1: Financial Situation.....	24
Form FIN - 2: Average Annual Turnover.....	26
Form FIR - 1: Financial Resources	27
Form FIR - 2: Current Contract Commitments.....	28
Form EXP – 2.4.1: General Experience.....	29
Form EXP – 2.4.2(a): Specific Experience.....	30
Form ACK Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans	
Form of Bid Security (Bank Guarantee)	34

Letter of Technical Bid

Date: *[insert date of Bid Submission]*

Loan Agreement No.: ID-P266

IFB No.: *[insert number]*

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 ITB 4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to construct, in conformity with the Bidding Documents, the following Works: “Ground Level Reservoirs along Eastern Route [Gottigere (50 ML), Doddakanahalli (48ML), Kadugodi (48ML)]”;
- (e) Our Bid shall be valid for a period of 120 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 ITB 4.2 (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.: ID-P266
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 (ITB 8): [*insert the number and issuing date of each Addendum*];
- (b) We offer to construct, in conformity with the Bidding Documents, the following Works: “Ground Level Reservoirs along Eastern Route [Gottigere (50 ML), Doddakanahalli (48ML), Kadugodi (48ML)]”;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
The total price of the Bid [*insert the total price of the Bid in words and figures*]
- (d) The discount offered is: [*specify in detail discount offered*]
- (e) Our Bid shall be valid for a period of 120 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.

***: No price shall be indicated in this letter, if the price is indicated anywhere in the technical bid shall lead to disqualification

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 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.

Price Schedules

Technical Proposal

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

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Safety Plan
- Proposed Personnel
- Equipment

Site Organization

[Insert Technical Proposal for Site Organization.]

The Bidder is expected to submit the following details;

- Organization Chart during Construction Period
- CV's of the personnel for the key positions as described in Section III (Clause 1.1.2)

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 dis-qualification of the Bidder at the technical evaluation]

Mobilization Schedule

[The Bidder will submit along with the bid the proposed mobilization schedule for Machinery, equipment and human power etc; in the form of a bar chart. The bar chart will clearly depict the proposed date of mobilization, duration of services, and date of demobilization].

[Insert Technical Proposal for Mobilization Schedule.]

Construction Schedule

[Insert Technical Proposal for Construction Schedule.]

The Bidder is expected to submit the following details;

- The Bidder shall provide a programme showing the critical path, stages of constructions and key milestones from the Commencement Date through the Construction Period consistent with the Contract requirements and specifically the Employer's Requirements for ordering and importation of major equipment, times and stages of completion, tests on completion and Construction Documents. The bar chart shall be based on elapsed time rather than dates and shall include for obtaining consents and licences, design reviews, and Employer's Representative review periods.
- Construction equipment to be employed, a work methodology for all key elements of work and hours of operation.
- The plan shall show the areas to be allocated for the storage of materials, the contractor's compound, facilities to be provided for the Employer's Representative and the general access arrangements to the site and to the different areas within the site.

Safety Plan

[Insert Technical Proposal for Safety Plan.]

The Bidder is expected to submit the following details;

- Organization chart for Health and Safety during Construction Period
- Health and safety plan.

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 1.1.2 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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Name</td> <td style="width: 50%; padding: 5px;">Date of birth</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications</td> </tr> </table>	Name	Date of birth	Professional qualifications	
	Name	Date of birth			
Professional qualifications					
Present employment	Name of employer				
	Address of employer				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Telephone</td> <td style="width: 50%; padding: 5px;">Contact (manager / personnel officer)</td> </tr> </table>	Telephone	Contact (manager / personnel officer)		
	Telephone	Contact (manager / personnel officer)			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Fax</td> <td style="width: 50%; padding: 5px;">E-mail</td> </tr> </table>	Fax	E-mail		
Fax	E-mail				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Job title</td> <td style="width: 50%; padding: 5px;">Years with present employer</td> </tr> </table>	Job title	Years with present employer			
Job title	Years with present employer				

[Summarize professional experience 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. 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	

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 - Reservoir Construction Experience
Form ACK	Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans
Form of Bid Security (Bank Guarantee)	

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>[inset 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: <i>[insert full name]</i>
2. Bidder's Party legal name: <i>[insert full name of Bidder's Party]</i>
3. Bidder's Party country of registration: <i>[insert country of registration]</i>
4. Bidder's Party year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's Party legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's Party 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> E-mail 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 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 [insert year], 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 [insert year], 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, INR)
[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)
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	<ul style="list-style-type: none"> • Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i> • Name of Employer: <i>[insert full name]</i> • Address of Employer: <i>[insert street/ city/ country]</i> • Matter in dispute: <i>[indicate main issues in dispute]</i> • Status of dispute: <i>[indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i> 	<i>[insert amount]</i>

3. Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January [<i>insert year</i>], 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 [<i>insert year</i>], 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)
<i>[insert year]</i>	<ul style="list-style-type: none"> • Contract Identification: [<i>indicate complete Contract name, number, and any other identification</i>] • Name of Employer: [<i>insert full name</i>] • Address of Employer: [<i>insert street/city/country</i>] • Matter in dispute: [<i>indicate main issues in dispute</i>] • Party who initiated the dispute: [<i>indicate "Employer" or "Contractor"</i>] • Status of dispute: [<i>indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary</i>] 	<i>[insert amount]</i>

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 INR)				
	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.

¹ If 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
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>
Average Annual Construction Turnover *	

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 2.3.3.]

Financial Resources		
No.	Source of financing	Amount (INR)
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.]

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

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, INR] • 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. <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, 2015]</i>	
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>	
Role in Contract	Prime Contractor or JV member	
Total Contract Amount	<i>[insert Contract amount(s)]</i>	
If member in a JV, specify participation in total Contract amount	<i>[insert percentage of participation]</i>	<i>[insert amount(s) of participation]</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(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 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 Bidder”) 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 Bidder, 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 Bidder:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Bidder’s Letter of Bid (hereinafter called “the Bid Validity Period”), or any extension thereto provided by the Bidder; 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 Bidder, (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 Bidder: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Bidder 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.]

¹ As 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)

Conditions of Contract for Construction [Multilateral Development Bank
Harmonised Edition, June 2010] (FIDIC Pink Book)

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: “Ground Level Reservoirs along Eastern Route [Gottigere (50 ML), Doddakanahalli (48ML), Kadugodi (48ML)]”

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 Construction [Multilateral Development Bank Harmoised Edition, June 2010] (FIDIC Pink Book)** prepared by the Fédération Internationale des Ingénieurs-Conseils.
4. A Bidder must, as part of its Bid proposal, submit an ‘Undertaking’ stating the following:
 - (a) He has read and reviewed the General Conditions of Contract (GCC) referred to in Section VII of the Bid Document, namely the Conditions of Contract for Construction [Multilateral Development Bank Harmoised Edition, June 2010] (**FIDIC Pink Book**), prepared by the Fédération Internationale des Ingénieurs-Conseils or FIDIC; and
 - (b) In respect of the conditions of contract, the Bid is submitted on the basis of the aforementioned GCC, as supplemented by Section 8 Particular Conditions of Contract (PCC) of the Bidding Document.

Section VIII: Particular Conditions (PC)

1. 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.
2. Part B, the Specific Provisions of the PC, consists of any amendments and additions to the General Conditions, specific to the contract.
3. Any amendments and additions to the General Conditions, specific to the contract in hand, are introduced in the Particular Conditions (PC), Section VIII.
4. It is to be noted that the **PC provisions take precedence over those in the GC** (Sub-clause 1.5).
5. 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 no.	Data to be given	Data
1.1.2.2 & 1.3	Employer's Name and Address	The Chief Engineer (K), Bangalore Water Supply and Sewerage Board, 5 th floor, Cauvery Bhavan, K G Road, Bengaluru – 560 009, <u>Tel:+91-80-2294-5103</u> Email: <u>cecd@bwssb.org</u> Karnataka, India
1.1.2.4 & 1.3	Engineer's Name and Address	Executive Engineer, Kaveri Division, Bangalore Water Supply and Sewerage Board
1.1.2.11	Banks Name	Japan International Cooperation Agency (JICA)
1.1.2.12	Barrower's Name	The President of India
1.1.2.3 & 1.3	Contractor's Name and Address	<i>[To be inserted by the bidder]</i>
1.1.2.13 & 1.3	Engineer's Representative name and address	Team Leader ONTB Project Management Consultants 9 th Floor, Cauvery Bhavan, K.G Road, Bengaluru – 560009, Tel: +91-80-2970-1327 E-mail: <u>tl@ontbbwssp.com</u>
1.1.3.3 & 8.2	Time for Completion of Works	The work shall be completed within 30 months (913 days).
1.1.3.7	Defects Notification Period	Defects Notification Period shall be 365 days
1.1.5.6	Section	As per intermittent milestones works
1.3	Electronic transmission systems	Facsimile transmission will be acceptable form of electronic transmission system. As an alternate E-mail will also be acceptable form of electronic transmission system, provided signed written communication in hard copy is also received within seven (7) days of the transmission of an E-mail.

Sub clause no.	Data to be given	Data																												
1.4	Governing Law	Law of Republic of India																												
1.4	Ruling Language	English																												
1.4	Language of Communication	English																												
2.1	Time for access to the Site	14 days after commencement date.																												
3.1 (B) (ii)	Engineers Duties and Authorites.	Variation resulting in an increase of the Accepted Contract Amount shall require approval of Employer																												
4.2	Amount of Performance Security	Ten (10) percent of the Accepted Contract Amount																												
4.19	Electricity and Water	Water will be provided at the rate of Rs. 60/ kl and energy charge as per BESCO norms.																												
6.5	Normal working hours	All days of the week.																												
8.7 & 14.15(b)	Delay Damages for Works	0.1% of the Accepted Contract Amount per day (in INR)																												
8.7	Maximum amount of Delay damages	10% of the Contract Price																												
13.5(b) (ii)	Percentage for adjustment of Provisional Sums	5% (five percent) of the actual price paid to cover all costs, charges and profit with respect to the Costs of works, supplies and services provided under the Provisional sums.																												
13.8	Adjustment for change in cost	<table border="1"> <thead> <tr> <th>Coeffi-cient</th> <th>Description of Co-efficient</th> <th>% range of Weightings</th> <th>Weightings "Bidders Specify Below"</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>Fixed Co-efficient</td> <td>15</td> <td>15</td> </tr> <tr> <td>(b)</td> <td>Labour</td> <td>10-15</td> <td></td> </tr> <tr> <td>(c)</td> <td>Cement</td> <td>35-45</td> <td></td> </tr> <tr> <td>(d)</td> <td>Steel</td> <td>20-30</td> <td></td> </tr> <tr> <td>(e)</td> <td>Fuel</td> <td>5-10</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Total</td> <td>100</td> </tr> </tbody> </table>	Coeffi-cient	Description of Co-efficient	% range of Weightings	Weightings "Bidders 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
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Sub clause no.	Data to be given	Data
13.8	Source of Indices	<p><u>Cost of Index for Labour:</u> Consumer price index for industrial workers for Bangalore centre, as published by Labour Bureau, Ministry of Labour, Government of India. (Base 2001=100)</p> <p><u>Cost of Index for Cement:</u> Wholesale price index for manufacture of Cement, Lime and Plaster for the quarter as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi. (Base year 2011-12)</p> <p><u>Cost of Index for Steel:</u> Wholesale price index for steel (M.S. semi finished steel) as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi. (Base year 2011-12)</p> <p><u>Cost of Index for fuel:</u> Official average retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPCL at Bengaluru in the month under consideration.</p>
14.2	Total advance payment	The total amount of Advance shall be 10% of the Contract Price excluding Provisional Sum.
14.2	Number and timings of installments	Two (2)
14.2	Currencies and proportion	Local Currency: Indian Rupee (Rs)
14.2(b)	Start of re-payment of advance payment	Seventh Interim Payment certificate

Sub clause no.	Data to be given	Data		
		Interim Payment for the Work Done, for the number of interim payment certificate after Payment of Advance	Deduction from Interim Payment (Percent of Advance Amount)	Cumulative Recovery of Advance (Percent of Advance Amount)
		1 st to 6 th	No recovery	0%
		7 th	8.33%	8.33%
		8 th	8.33%	16.66%
		9 th	8.33%	24.99%
		10 th	8.33%	33.32%
		11 th	8.33%	41.65%
		12 th	8.33%	49.98%
		13 th	8.33%	58.31%
		14 th	8.33%	66.64%
		15 th	8.33%	74.97%
		16 th	8.33%	83.3%
		17 th	8.33%	91.63%
		18 th	8.33%	100%
14.2(b)	Repayment amortization of advance payment	Schedule of Repayment of Advance: as indicated above.		
14.3 (c)	Percentage of retention	5% of the amount of each Interim Payment Certificate.		
14.3(c)	Limit of retention Money	5% of Accepted Contract Amount.		
14.5(c)	Plant and Materials for Payment when delivered to site	<p>(a) Valves @ 50% of BOQ rate (b) Structural Steel / Reinforcement Steel @ 50% of BOQ rate</p> <p>The above mentioned plant and materials delivered at site shall be of the requirement of subsequent three (3) months of construction and payment to the Contractor shall be made accordingly.</p>		
14.6	Minimum Amount of Interim Payment Certificate	2 % of the Accepted Contract Amount.		
14.8	Interest on Delayed Payment	6% (six percent) per annum on unpaid amount		
14.15	Currencies of Payment	The Contractor shall be paid in Indian Rupees		

Sub clause no.	Data to be given	Data
18.1	Period of Submission of : (a) Evidence of Insurance (b) Relevant Insurance Policies	30 day 60 days
18.2	Maximum amount of deduction for insurance of the Employers Risk	NIL
18.3	Minimum amount of Insurance third party insurance	INR 1,000,000 (One Million) per occurrence with the number of occurrences unlimited.
20.2	Date by which the DB shall be appointed	28 days after a Party gives a notice to the other Party of its intention to refer a dispute to a DB
20.2	The DB shall be comprise of:	Three (3) Members
20.3	Appointment (if not agreed) to be made by	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 the President of Institute of Engineers India, Bangalore Chapter."

Part B – Specific Provisions

Sub- Clause no	Section	Specific Provisions
1.1	Definitions	<i>Amend the Sub Clause 1.1.1.2 to read as follows:</i> 1.1.1.2 “Contract Agreement” means the contract agreement (if completed) referred to in Sub-Clause 1.6 [<i>Contract Agreement</i>].
1.5	Priority of Documents	<i>Delete the documents listed in (a) to (h) and substitute with the following:</i> (a) the Contract Agreement (if completed); (b) the Letter of Acceptance; (c) the Letter of Technical Bid; (d) the Letter of Price Bid; (e) the addenda Nos (insert addenda nos if any); (f) the Particular Conditions of Contract-Part A; (g) the Particular Conditions of Contract-Part B; (h) the Conditions of Contract – General Conditions; (i) the Specifications; (j) the Drawings; (k) the Priced Bill of Quantities; (l) Standard basic specifications for Water Supply Works contracts; (m) any other documents issued by the Employer before signing the Contract Agreement and forming the part of the Contract; (n) the completed Schedules; and (o) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans;
1.6	Contract Agreement	<i>Amend the last sentence of Sub clause 1.6 to read as :</i> The costs of stamp duties and similar charges imposed by the law shall be borne by the Contractor.
1.7	Assignment	<i>Add the following words in the end of Sub-clause 1.7</i> “Any assignment in terms of sub paragraph (b) above shall be subject to the conditions that the Bank or Financial Institution will not have any right under or in relation to the Contract, except for directing that all or any payments, that are offered to be made by the Party liable to make such payments, be made to the person or to the account intimated by the Bank or Financial Institution.”

1.8	Care and Supply of Documents	<p><i>Add the following paragraph in the end of Sub-clause 1.8</i></p> <p>“Failure to issue such notice by the Employer or the Engineer to the Contractor in respect of any error in the Contractor’s Documents shall not in any manner relieve the Contractor from his obligation to ensure the correctness, accuracy and suitability of the Contract Documents for execution of the Works according to the Contract.”</p>
1.9	Delayed Drawings or Instructions	<p><i>Amend the last paragraph of Sub clause 1.9 to read as :</i></p> <p>“However, if and to the extent that the Engineer’s failure was caused by any error or delay by the Contractor, including an error or delay in the submission of, any of the Contractor’s Documents, or issuing notice to the Engineer under this clause seeking necessary drawings or instructions, the Contractor shall not be entitled to such extension of time, Cost or profit.”</p>
1.15	Inspections and Audit by the Employer.	<p><i>Replace the text of existing Sub-clause by the new Sub- clause as under:.</i></p> <p>“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.”</p>
2.1	Right of Access to the Site	<p><i>Amend the first , second and third paragraph of this Sub clause 2.1 to read as follows:</i></p> <p>The Employer shall give the Contractor right of access to, and <u>licensee</u> possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) <u>licensee</u> possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or licensee possession until the Performance Security has been received.</p> <p>If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and <u>licensee</u> possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [<i>Programme</i>].</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or <u>licensee</u> possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1[<i>Contractor’s Claims</i>] to:</p>
2.5	Employer’s Claims	<p><i>Delete the first sentence of second paragraph of this Sub clause</i></p> <p>“The notice shall be given.....giving rise to claim.”</p>

3.1	Engineer's Duties and Authority	<p><i>Delete the fourth paragraph and replace with the following :</i></p> <p>“However, whenever the Engineer exercises a specified authority for which the Employer’s approval is required, then such exercise of authority shall be valid for the purposes of the Contract only if it is accompanied by a written approval of the Employer in this regard.”</p> <p><i>The requirements for specific approval which Engineer to obtain from the Employer are as below:</i></p> <p>"The Engineer shall obtain the specific approval of the Employer before taking action under the following clauses of the Conditions of Contract:</p> <ul style="list-style-type: none"> (a) determination of extension of time and any additional cost incurred thereby under Sub-clause 8.4, (b) suspending the progress of part or all of the Works under Sub Clause 8.8, (c) instructing or approving a variation under Sub Clause(s) 13.1, 13.3 and 13.6, (d) approving a proposal submitted by the Contractor under sub clause 13.2, (e) issuing instructions in relation to use of Provisional Sums under Sub Clause 13.5, (f) determination of validity of any claims of the Contractor under Sub Clause 20.1. (g) Agreeing or disagreeing an extension of time and/or additional cost under Sub Clause 4.12 (h) Specifying the amount payable in each of the applicable currencies under Sub-clause 13.4 <p>Notwithstanding the obligation to obtain approval as set out in the preceding paragraph if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of its duties and responsibilities under the Contract, instruct the Contractor to execute all such Work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with the instructions of the Engineer despite the absence of approval of the Employer. The Engineer shall determine the extra cost to the Contractor for carrying out such instruction and obtain the Employer's approval for an addition to the Contract Price.</p>
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		Notwithstanding anything stated in this Contract, the Engineer being treated as an employee, agent or representative of the Employer for the purposes of this Contract, shall not be construed in any manner whatsoever for the purpose of attributing to the Employer any act, omission, determination, certification or evaluation of the Engineer under or in relation to this Contract. And the Employer shall be entitled to dispute all or any such act, omission, certification or evaluation made by the Engineer as provided under this Contract either before the DB or by arbitration in terms of this Contract.
3.4	Replacement of the Engineer	<i>Add the following text in the end of the Sub clause 3.4:</i> “The Engineer appointed by the Employer is an employee of the Employer. Mere change in the incumbent of the position of the Engineer by reason of transfer, retirement or otherwise shall not be construed as replacement of the Engineer for the purpose of this Contract.”
3.6	Management Meetings	<i>Append in the end of Clause 3 this Sub-clause 3.6 – Management Meetings:</i> The Engineer or the Contactor’s Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract. The Management Meetings in the foregoing paragraph are the meetings conducted by a committee which is headed by the Chairman, Bangalore Water Supply and Sewerage Board, Bengaluru.
4.1	Contractor’s General Obligation	<i>In the second sentence of fifth paragraph replace the words ‘notified to’ by the words ‘approved by’.</i> <i>Add the following in the end of Sub-clause 4.1</i> The Contractor shall promptly notify the Employer of any error, omissions, fault or other defects in design or specification, which he discovers when reviewing the contract or executing the Works.

4.2	Performance Security	<p><i>Delete the second paragraph,</i></p> <p>“The Contractor shall deliver the Performance Securityin another form approved by the Employer.”</p> <p><i>And replace it with the following text :</i></p> <p>The Contractor shall provide performance security for its proper performance of the Contract to the Employer within 28 days after the receipt of the Letter of Acceptance. The performance security shall be in the form of a bank guarantee, issued either (a) by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) directly by a foreign bank acceptable to the Employer. The performance security shall be denominated in the types and proportions of currencies in which the Contract Price is payable. When providing such security to the Employer, the Contractor shall notify the Engineer of so doing.</p>
4.5	Assignment of Benefit of Subcontract	<p><i>Delete the last sentence,</i></p> <p>‘Unless otherwise statedafter the assignment takes affect.’</p> <p><i>and replace it with the following:</i></p> <p>“The Contractor shall continue to be liable to the Employer for the work carried out by the Sub-contractor even after the assignment takes effect.”</p>
4.6	Co-operation	<p><i>In the last paragraph replace the words ‘possession of’ by the words ‘access to’.</i></p>
4.10 Site Data	Site Data	<p><i>Insert the following paragraph after first paragraph:</i></p> <p>The Employer does not warrant either the sufficiency or accuracy of data provided in this document or elsewhere. The Contractor shall be wholly responsible for interpreting all data, including any data listed elsewhere in the Contract and for undertaking any necessary confirmatory or additional surveys that he deems necessary prior to submitting the Bid.</p> <p><i>In the first sentence of the second paragraph the following words are deleted:</i></p> <p>“To the extent which was practicable (taking account of Cost and time)”</p> <p><i>In the second sentence of the second paragraph the following words are deleted:</i></p> <p>“To the same extent”</p>

4.19	Electricity, Water and Gas	<p><i>Rename this Sub-Clause as “Electricity and Water”.</i></p> <p><i>Replace the entire text of Sub-Clause 4.19 with the following</i></p> <p>The Contractor shall be responsible for provision of all power, water and other services he may require for construction and sectional testing.</p> <p>The Contractor shall approach the concerned authorities and shall be responsible for applying for the connections for electricity, water and other services.</p> <p>If requested by the Contractor, the Employer may provide the water at a suitable point to the Contractor for the purpose of the construction and testing at the commercial rate as indicated in the Contract Data. The Contractor to ensure that the quality of Water remains suitable for the purpose for which it is intended.</p> <p>Provision of water during completion tests shall be the responsibility of the Employer.</p>
6.4	Labour Laws	<p><i>Add the following in the end of Sub-clause 6.4 – Labour Laws</i></p> <p>The Contractor at all time during the performance of the Contract shall comply fully with the Existing Acts , Regulations, Ordinances, Laws and by –laws including all statutory amendments, enactments and notifications in force.</p>
6.8	Contractor’s Superintendence	<p><i>Append the following in the end of Sub-clause 6.8 – Contractor’s Superintendence.</i></p> <p>A reasonable proportion of the Contractor’s superintending staff shall have a working knowledge of the English language or the Contractor shall have available on site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information.</p>
7.2	Samples	<p><i>The wordings of sub paragraph (a) of this Sub-Clause be replaced with:</i></p> <p>“in the manner as instructed by the Engineer; and”</p>
7.4	Testing	<p><i>Delete the fourth paragraph,</i></p> <p>“The Engineer shall give the Contractorto have been made in the Engineer’s presence.”</p>

7.7	Ownership of Plant and Materials	<p><i>Amend the entire sub clause 7.7 to read as follows:</i></p> <p>Each item of Plant and Materials shall become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <p>(a) when it is delivered to the Site;</p> <p>(b) when the Contractor is entitled for payment of the value of the Plant and Materials under Sub-Clause 8.10 [<i>Payment for Plant and Materials in Event of Suspension</i>].</p> <p>Notwithstanding anything stated in the preceding paragraph of this Sub clause 7.7, the Contractor shall not be entitled for payment for Plant and Materials which are not in conformation to the Specifications and requirements stated in this Contract or in terms thereof.</p>
7.8	Royalties	<p><i>Sub clause 7.8 is amended to read as follows:</i></p> <p>Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments to the relevant authorities for:</p> <p>(a) all materials used in works and as per prevailing rules of Government of Karnataka; and,</p> <p>(b) the disposal of material from demolitions and excavations and of other surplus materials (whether natural or manmade), except to the extent that disposal areas within the site are specified in the Contract and as per the prevailing rules and at rates specified by the Government of Karnataka.</p>

8.3	Programme	<p><i>Add the following text at the end of Sub-clause 8:</i></p> <p>The Contractor shall submit, within 14 days of signing the Agreement, the proposed Construction Program for approval by the Employer. Such Construction Program shall be developed on a normally available commercial project management software (such as Primavera, MS Project or equivalent) showing detailed micro-level activities together with bar charts, CPM diagrams, critical paths, daily schedules, etc., essential for systematic and professional management of all Works.</p> <p>The Engineer shall scrutinize, modify if required and approve such proposed Construction Program, in consultation with the Contractor and approval of the employer, within 21 days of submission by the Contractor. If the Engineer does not give its approval or objection within the stated period, the Construction Program shall be deemed to be accepted. Nevertheless, any approval by the Engineer, or failure to object to the proposed Construction Program, will not relieve the Contractor of any of its obligations or responsibility under the Contract.</p> <p>In the event that the Contractor's actual progress falls behind the planned progress for reasons that are not outside the control of the Contractor, then the Contractor will be required to accelerate his progress to the extent required to ensure completion within the Contract Period, for which no additional payment will be made.</p>
8.7	Delay damages	<p>This delay damages as applicable for completion of intermittent milestone works shall be 0.1% of the amount of uncompleted works per day of delay for each of the specified milestone as indicated in Section VI – Work Requirements, Project Information, Clause 1.7 –“Project Intermittent Milestone”.</p> <p>The amount of delay damage as calculated on the above basis shall be withheld by the Employer and if the contractor completes the whole works within the Time for Completion, the same shall be released.</p> <p>The maximum amount of delay damage shall not be more than the percentage specified under Part – A “Contract Data”.</p>

9.4	Failure to Pass Tests on Completion	<i>In the last sentence of second paragraph replace the words 'Employer may' by 'Engineer shall'.</i>
10.1	Taking Over of the Works and Sections	<i>In the second paragraph change the words '14 days' to '14 to 28 days'</i>
12.4	Omissions	<i>The Sub clause 12.4 - Omissions is deleted.</i>
13.1	Right to Vary	<i>Under sub paragraph (d) delete the words 'unless it isby others.'</i>
13.2	Value Engineering	<i>The Sub paragraph (c) of Sub-Clause 13.2 - Value Engineering is deleted</i>
13.5	Provisional Sum	<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>
14.2	Advance Payment	<p><i>Delete the entire text of Sub-clause 14.2 and replace with the following text:</i></p> <p>The 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 total of such advance payments, and the number and timing of installments, shall be as stated in the Contract Data</p>

		<p>The Engineer shall issue an Interim Payment Certificate for the first installment after:</p> <ul style="list-style-type: none"> (i) execution of the Form of Agreement by the parties hereto, (ii) provision by the Contractor of the Performance Security in accordance with Sub-clause 4.2 [<i>Performance Security</i>], and (iii) provision by the Contractor of an unconditional and irrevocable bank guarantee in amounts and currencies equal to the advance payment. Such bank guarantee shall be issued either by a Nationalized or Scheduled Bank located in India or a foreign bank through a correspondent bank located in India and acceptable to the Employer. The guarantee shall remain effective until the advance payments have been repaid, but its amount shall be progressively reduced by the amounts repaid by the Contractor as indicated in Interim Payment Certificates.
		<p>The mobilization advance payments shall be made in installments as stated in the Contract Data, subject to the conditions described below. The advance payments shall be used by the Contractor exclusively for mobilization expenses, as per the programme approved by the Engineer.</p> <p>In case the advance payment is not utilized by the Contractor as per the approved programme and within the stipulated period to the satisfaction of the Engineer, default proceedings as per Sub-clause 15.2 [<i>Termination by Employer</i>] of General Conditions of Contract, shall be initiated against the Contractor.</p>
		<p>The Employer will make payment of the first installment of the mobilization advance immediately after signing of the Contract Agreement and provision of Bank Guarantee as indicated above.</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 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 on Site.</p>

		<p>After the first installment of the advance payment has been utilized as per the approved programme, substantiated by relevant documents and to the satisfaction of the Engineer, the Contractor may then apply for the second installment. The Employer will make payment of the second installment after the Contractor has successfully fulfilled the following conditions:</p>
		<ul style="list-style-type: none"> (a) Mobilized the Project Manager for the Contract. (b) Established and staffed a completely equipped and functional site office at site. (c) Mobilized the survey and subsoil investigation crews to the Site and commenced the surveys and subsoil investigations. (d) Submitted a list of proposed subcontractors and their respective agreements for approval by the Engineer. (e) Submitted proposed "Submission and Anticipated Approval Program" for construction documents for approval by the Engineer.
		<ul style="list-style-type: none"> (f) Submitted, for approval by the Engineer, mobilization/ deployment schedules. (g) Submitted for the approval by the Engineer, Contractor's key personnel required for managing, executing and supervising the Works, (ii) Contractor's Plant, Machinery and Equipment required for executing the Works; and (iii) Procurement Schedule for major materials and equipment to be incorporated into the Permanent Works
		<ul style="list-style-type: none"> (f) Submitted a list of proposed quarries, suppliers and manufacturers, along with their credentials, for approval by the Engineer's Representative. (g) Submitted details of funds mobilized by himself as per the Cash Flow Forecasts

		<p>(h) Actual deployment of: (i) such Personnel, (ii) Machinery and Equipment, as per the approved deployment schedules.</p> <p>(i) Established the fully furnished Site office(s).</p> <p>(j) Established and staffed, with qualified personnel, completely equipped testing laboratory(s) at Site for quality control purposes.</p> <p>(k) 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.</p> <p>(l) Procured initial quantities of MS pipes, cement, steel, shuttering materials, etc., required for executing the civil works in accordance with the approved schedule.</p> <p>(m) Commenced construction works at the site in accordance with approved construction programme.</p>
		<p>Each installment of the mobilization advance shall be repaid to the Employer in 12 (twelve) equal monthly payments, each in the amount of 8.33% of the actual amount of the installment, by way of deduction from the Interim Payment Certificates. Deductions will start from the Interim Payment for the 7th (seventh) month following the month in which the advance was paid, and will end with a deduction from the Interim Payment for the 18th (eighteenth) month after payment of the advance, as per the schedule indicated in the Contract Data.</p> <p>If the advance payments have not been fully repaid prior to issue of the Taking-Over Certificate for the Works, or termination under Clause 15 [<i>Termination by the Employer</i>] or Clause 16 [<i>Suspension and Termination by Contractor</i>] or Clause 19 [<i>Force Majeure</i>] (as the case may be), whichever event occurs first, then the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.</p> <p>The Employer may, at its sole discretion, en-cash 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>
14.6	Issue of Interim Payment Certificates	<p><i>Delete the last sentence of the second paragraph, 'In this event, the Engineer shall give notice to the Contractor accordingly.'</i></p>

14.7	Payment	<i>Add the following -paragraph in the end of this Sub clause: “If the Employer disputes any amount determined by the Engineer to be payable under the Interim Payment Certificate or the Final Payment Certificate, or any portion of such amount, then the Employer shall be liable to pay only the undisputed portion of such amount till the resolution of the dispute by the DAB and /or subsequently in arbitration between the Parties.”</i>
14.8	Delayed Payment	<i>Delete the entire text of second paragraph Sub-clause 14.8 and replace with the following text: In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor interest at the rate stated in the Contract Data upon all sums unpaid from the date by which the same should have been paid.</i>
14.15	Currencies of Payment	<i>Delete the entire text of first paragraph Sub-clause 14.15 and replace with the following text: The Contract Price shall be paid in the currency or currencies named in the Contract Data or as agreed by both the Parties. Delete the entire text of sub paragraph (a) of this Sub-clause 14.15.</i>
14.16	Payment Procedure	<i>The following Sub clause may be added: - JICA's disbursement procedure applied to this Contract.</i>
15.2	Termination by Employer	<i>Delete the entire text of sub paragraph (f) of this Sub-clause 15.2 and replace it with the following:</i> (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward: (i) for doing or forbearing to do any action in relation to the Contract, or (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract, or if any of the Contractor's Personnel, agents or subcontractors gives or offer to give (directly or indirectly) to any person any such inducement or reward as is described in this subparagraph (f) or if in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in execution of Contract . For the purpose of this Sub clause :

		<p>‘corrupt practice’ means the offering, giving, receiving or soliciting of nay thing of value to influence the action of an official or threatening of injury to person, property or reputation, in connection with procurement process, or in execution of the Contract, in order to obtain or retain business.</p> <p>‘fraudulent practice’ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client and includes collusive practices among bidders (prior to or after tender submission) designed to established tender prices at artificial, non competitive levels and to deprive the client of the benefits of free and open competition.</p>
15.5	Employer’s Entitlement to Termination	<p><i>Amend the second sentence of first paragraph of this Sub clause to read as follows:</i></p> <p>“The termination shall take effect 28 days after the date on which the Contractor receives this notice”.</p>
15.6	Corrupt or Fraudulent Practices	<p><i>Replace the entire Sub-Clause 15.6 with the following:</i></p> <p>“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].</p> <p>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>
16.2	Termination by Contractor	<p><i>In sub paragraph (c) of this Sub-clause 16.2 change ’42 days to ’56 days’</i></p> <p><i>sub paragraph (g) of this Sub-clause 16.2 is deleted.</i></p>
16.4	Payment on Termination	<p><i>Amend the first sentence of this Sub clause to read as follows:</i></p> <p>‘After a notice of termination under the Sub-Clause 15.5[<i>Employer’s Entitlement to Termination</i>]or Sub-Clause 16.2 [<i>Termination by Contractor</i>] has taken effect, the Employer shall promptly:’</p>
17.3	Employer’s Risks	<i>Sub paragraphs (f), (g) and (h) of this Sub clause are deleted.</i>
17.4	Consequences of Employer’s Risks	<i>sub paragraph (b) of this Sub-clause 17.4 is deleted.</i>

17.5	Intellectual and Industrial Property Rights	<i>Delete the Second paragraph, 'Whenever a partyany right to indemnity under this Sub clause.</i>
17.6	Limitation of liability	<i>Amend the first paragraph of this Sub –clause to read as follows: “Neither Party shall be liable to the other Party for loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract.”</i>
18.1	General Requirements for Insurance	<i>Append in the end of sub paragraph (b) of this Sub-clause 18.1 with the following : “and Sub clause 18.4 [<i>Insurance for Contractor’s Personnel</i>] and the receipts of current premium paid thereunder”</i>
18.2	Insurance for Works and Contractor’s Equipment	<i>Last paragraph of this Sub-clause 18.2 “If, more than one year the omission under Sub-Clause 18.1 [<i>General Requirements for Insurances</i>]” <i>is deleted .</i></i>

20.6	Arbitration	<p><i>Replace the entire sub-clause 20.6 with the following:</i></p> <p>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:</p> <p>(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.</p> <p>(b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.</p> <p>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].</p> <p>The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</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</p>
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APPEND THE ADDITIONAL CLAUSE/ SUB CLAUSES		
		Clause 21 Taxation
21.1	Foreign Taxation	The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country 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.
21.2	Local Taxation	The price bid by the Contractor shall include all applicable duties/taxes. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in India on profits made by him in respect of the Contract. The Contractor shall be deemed to be familiar with the tax laws of India .
21.3	Income taxes on Staff	The Contractor's staff and labor will be liable to pay personal income taxes in the Employer's country in respect of such of their salaries and wages as are chargeable under the laws and regulations 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 and regulations.
21.4	Tax Deduction at Source (TDS	Tax shall be deducted at the source from the payments made to the Contractor as per the Applicable Law/Statute

21.5	Duties on Contractor's Equipment	<p>Notwithstanding the provisions of Sub-Clause 21.2, Contractor's Equipment, including essential spare parts thereof, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the time of completion of the Contract plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event that the Contractor's Equipment is not exported from the Employer's country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts.</p> <p>Upon export of individual items of Contractor's Equipment or spare parts, or upon completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare parts to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable law. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value of that Contractor's Equipment and spare parts remaining in the Employer's country after completion of the Contract.</p> <p>Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.</p>
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Section IX. Annex to the Particular Conditions - Contract Forms

Table of Forms

Letter of Acceptance	2
Contract Agreement	3
Performance Security	5
Advance Payment Security	7
Retention Money Security	9

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 ["Ground Level Reservoirs along Eastern Route [Gottigere (50 ML), Doddakanahalli (48ML), Kadugodi (48 ML)] (Contract Package no. BWSSP (III) /JICA /CP-12)] 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

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 completed);
 - (b) the Letter of Acceptance;
 - (c) the Letter of Technical Bid;
 - (d) the Letter of Price Bid;
 - (e) the addenda Nos (insert addenda nos if any);
 - (f) the Particular Conditions of Contract-Part A;
 - (g) the Particular Conditions of Contract-Part B;
 - (h) the Conditions of Contract – General Conditions;
 - (i) the Specifications;
 - (j) the Drawings;
 - (k) the Priced Bill of Quantities;
 - (l) Standard basic specifications for Water Supply Works contracts;
 - (m) any other documents issued by the Employer before signing the Contract Agreement and forming the part of the Contract;
 - (n) the completed Schedules; and
 - (o) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans;

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

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 _____
for and on behalf of the Employer
in the presence of

Signed by _____
for and on behalf the Contractor
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

(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 Bidder") 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 Bidder, 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 Bidder 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.

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.

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.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. the Employer would need to request an extension of this guarantee from the Guarantor.*

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.]

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 Bidder") 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 Bidder, 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 Bidder:

- (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 Bidder has failed to repay.**

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

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.*

above has been credited to the Bidder on its account number *[insert number]* at *[insert name and address of Bidder's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Bidder 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 Bidder") 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 Taking-Over 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 Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money guarantee.

At the request of the Bidder, 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 Bidder is in

¹ *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 Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security 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.*

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 Bidder on its account number *[insert account's number]* at *[insert name and address of Bidder'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."*