



# **BIDDING DOCUMENT**

for

**Sewerage Facilities to 110 Villages: Design, Engineering, Construction and Commissioning of Sewage Treatment Plants and Intermediate Sewage Pumping Stations with Operation & Maintenance thereof for Seven Years [Works - A]**

and

**Procurement and Construction of Main Sewers including Manholes in Dasarahalli and R R Nagar Zones (V Valley Catchment) [Works – B]**

**(Contract Package – BWSSP (III) /JICA/CP-27)**

**International Competitive Bidding (ICB)**

**BIDDING PROCEDURES**

**Volume 1**

**December 2019**

**Employer:** Bangalore Water Supply and Sewerage Board

**Country:** India

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

**Loan No.:** ID-P266

**Project Management Consultants**

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

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## Invitation for Bids

Date: December 12, 2019

Loan Agreement No: ID-P266

IFB No: BWSSB /CE(K)/ACE (K)-1/TA-11/AE-2/ 2277/2019-20 dated 12 /12/2019

Reference Identification No: BWSSP (III) /JICA/CP-27

1. The Bangalore Water Supply and Sewerage Board through Government of Karnataka (GOK) has received a loan from Japan International Cooperation Agency (JICA) towards the cost of Bengaluru Water Supply & Sewerage Project – (Phase 3). It is intended that part of the proceeds of this loan will be applied to eligible payments under the Contract for Sewerage Facilities to 110 Villages: Design, Engineering Construction and Commissioning of Sewage Treatment Plants and Intermediate Sewage Pumping Stations with Operation & Maintenance thereof for Seven Years [Works-A] and Procurement and Construction of Main Sewers including Manholes in Dasarahalli and R R Nagar Zones (V Valley Catchment) [Works - B] (Contract Package No. BWSSP (III) /JICA/CP-27).
2. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement. The original Bid Security shall be submitted in an envelope having inscription of project name, package name and Bidder information and shall be submitted along with the Technical Bid envelope to the address/time and date given as per Bid Data Sheet (BDS).
3. The Bangalore Water Supply and Sewerage Board (BWSSB)now invites sealed Bids from eligible Bidders for Sewerage Facilities to 110 Villages: Design, Engineering Construction and Commissioning of Sewage Treatment Plants and Intermediate Sewage Pumping Stations with Operation & Maintenance thereof for Seven Years [Works-A] and Procurement and Construction of Main Sewers including Manholes in Dasarahalli and R R Nagar Zones (V Valley Catchment) [Works-B] (Contract Package No. BWSSP (III) /JICA/CP-27) hereafter referred to as “the Works”. International Competitive Bidding (ICB) will be conducted in accordance with JICA's “Single-Stage Two Envelope” Bidding Procedure.

4. Interested eligible Bidders may obtain further information from the office of the Chief Engineer (K), BWSSB, 5<sup>th</sup> Floor, Cauvery Bhavan, K.G. Road, Bengaluru, 560 009. Tel: +91-80-2294-5103, Fax:+91-80-2294-5103, Email: [cecd@bwssb.gov.in](mailto:cecd@bwssb.gov.in). Also, for the reference purpose only, Bidding documents are available on the website, <http://eproc.karnataka.gov.in>. In the event of any discrepancy between the downloaded copy and the original purchased copy, as stipulated in Para 5, the original shall prevail.
5. A complete set of the Bidding Documents may be purchased by submitting request letter along with a demand draft in the name of Chairman, Bangalore Water Supply & Sewerage Board, in the amount of Rs, 25,000 plus 5% GST (Rs.26,250/-). The non-refundable fees for Bidding 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) are as per the provisions of the Standard Bidding Documents for the Procurement of Plants (Design, build) under Japanese ODA Loans and the General Conditions of Contract (GC) are as per the provisions of Works A : Conditions of Contract for Design, Build and Operate Projects, First edition 2008, FIDIC and of Works B : Conditions of Contract for Construction for Building and Engineering Works designed by the Employer, MDB Harmonized Edition June 2010, FIDIC.
7. Bids (Technical and Financial) Original 2 Copies, must be delivered to the address given above (in para 4) on or before the date and time specified in the schedule below and must be accompanied by a Bid Security as given (in Bid Data Sheet, ITB 21.1). The Bidding Schedules are:

|   |            |              |
|---|------------|--------------|
| Start Date & Time for purchase of Bidding Documents | 16/12/2019 | at 10:00 hrs |
| Last date & time for purchasing Bidding documents   | 17/02/2020 | at 15:00 hrs |
| Deadline of Submission of Bids                      | 18/02/2020 | at 15:00 hrs |
| Date / time of opening of Technical Bids            | 18/02/2020 | 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, 5<sup>th</sup> Floor, Cauvery Bhavan, K.G. Road, Bangalore, 560 009 on 17/01/2020. 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, 5<sup>th</sup> Floor, Cauvery Bhavan, K.G. Road, Bangalore, 560 009 on 18/02/2020 at 15:30 hrs

Bangalore Water Supply and Sewerage Board

Office of the Chief Engineer (K)

BWSSB, 5<sup>th</sup> Floor,

Cauvery Bhavan, K.G. Road,

Bengaluru - 560 009.

Tel: +91-80-2294-5103

Fax:+91-80-2294-5103

Email:[cccd@bwssb.gov.in](mailto:cccd@bwssb.gov.in)



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**PART 1 - Bidding Procedure (Single Stage Two Envelope)**



# Single-Stage Two-Envelope Bidding

## Section I

### Instructions to Bidders

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

[http://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/oda\\_op\\_info/guide/tender/index.html](http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html)

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



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## **Section II Bid Data Sheets**



## Bid Data Sheet

| <b>A. General</b>           |   |
|-----------------------------|---|
| <b>ITB 1.1</b>              | The number of the Invitation for Bids is: IFB No: BWSSB /CE(K)/ACE (K)-1/TA-11/AE-2/ 2277/2019-20 dated 12/12/2019  |
| <b>ITB 1.1</b>              | The Employer is: Bangalore Water Supply and Sewerage Board  |
| <b>ITB 1.1</b>              | Sewerage Facilities to 110 Villages: Design, Engineering Construction and Commissioning of Sewage Treatment Plants and Intermediate Sewage Pumping Stations with Operation & Maintenance thereof for Seven Years [Works-A] and Procurement and Construction of Main Sewers including Manholes in Dasarahalli and R R Nagar Zones (V Valley Catchment) [Works-B] (Contract Package No. BWSSP (III) /JICA/CP-27)                        |
| <b>ITB 2.1</b>              | The Borrower is: The President of India   |
| <b>ITB 2.1</b>              | The number of the Loan Agreement is: ID-P266<br>The amount of a Japanese ODA Loan is: 45,000 Million Yen (Tranch 1)<br>The signed date of the Loan Agreement is: January 24 <sup>th</sup> 2018  |
| <b>ITB 2.1</b>              | The name of the Project is: Bengaluru Water Supply and Sewerage Project (Phase 3)   |
| <b>ITB 2.2</b>              | The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: April 2012   |
| <b>ITB 3.1(c)</b>           | A list of debarred firms and individuals is available at the World Bank's website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>   |
| <b>ITB 4.5</b>              | This bidding is not subject to prequalification.  |
| <b>B. Bidding Documents</b> |   |
| <b>ITB 7.1</b>              | For <b>clarification purposes</b> only, the Employer's address is:<br>Attention: Chief Engineer (K)<br>Street Address: BWSSB, Cauvery Bhavan<br>Floor/Room number: 5 <sup>th</sup> Floor, Room No. 501<br>City: Bengaluru, Karnataka<br>ZIP Code: 560 009<br>Country: India<br>Telephone: +91-80-2294-5103<br>Facsimile number: +91-80-2294-5103<br>Electronic mail address: <a href="mailto:cecd@bwssb.gov.in">cecd@bwssb.gov.in</a> |

|                               |  |
|-------------------------------|--|
| <b>ITB7.1</b>                 | Responses to any request for clarification, if any, will be published on the Employer's web page indicated below.<br>Web page: <a href="http://www.bwssb.gov.in">www.bwssb.gov.in</a>  |
| <b>ITB 7.4</b>                | A pre-bid meeting will take place at the following date, time and place:<br>Date 17. 01. 2020<br>Time: 1100 hrs<br>Place: BWSSB, 5 <sup>th</sup> Floor Cauvery Bhavan, Conference Room<br>A site visit conducted by the Employer will be organized on 18. 01. 2020 only on request by Bidder.  |
| <b>ITB 8.2</b>                | Addenda, if any, will be published on the Employer's web page.   |
| <b>C. Preparation of Bids</b> |  |
| <b>ITB 10.1</b>               | The language of the Bid is: English  |
| <b>ITB 11.2 (l)</b>           | None   |
| <b>ITB 11.3 (d)</b>           | The Bidder shall submit with its "Price Bid" the following additional documents:<br>"None"   |
| <b>ITB 13.1</b>               | Alternative Bids are not permitted.  |
| <b>ITB 16.1 (b)</b>           | The period following completion of the Works during which spare parts, special tools etc. shall be available for seven(7) years.   |
| <b>ITB 18.1</b>               | Bidders shall quote for the entire Works on a single responsibility basis.   |
| <b>ITB18.7</b>                | <p>Evaluated Bid Price (Award Criteria for Contract) will be inclusive of all taxes.</p> <p><i>Add the following text</i></p> <p>"The Accepted Contract Amount shall be deemed to include all taxes, duties, levies, cess, royalty to Government, GST and other charges imposed on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and supplies to be used on or furnished under the Contract and on the services performed under the Contract.</p> <p>Unless explicitly mentioned in the Contract, Employer doesn't ensure any tax benefits (reduced tax rate/ tax waivers) under Custom Duty, GST, any Cess, etc. during the time of submission of bids. Bidders are advised to consider the actual tax rates (without considering any waiver) while estimating the Contract Price. Any lawful exemption obtained during the contract period the benefit need to be passed on to the Employer.</p> |

|                     |   |
|---------------------|---|
| <b>ITB 19.1</b>     | <p>The currency(ies) of the Bid shall be as described below:<br/> The unit rates and prices shall be quoted by the Bidder in the Price Schedule separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in Indian Rupees (i.e., local currency) , and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in Japanese YEN and/or USD</p> |
| <b>ITB 20.1</b>     | The Bid validity period shall be 120 days.  |
| <b>ITB 20.3(a)</b>  | The contract price shall be the bid price adjusted by the factor: nil   |
| <b>ITB 20.3(b)</b>  | The fixed portion of the bid price shall be adjusted by the factor: nil   |
| <b>ITB 21.1</b>     | <p>Bid must be accompanied by Bid Security as specified below:<br/> Bank Guarantee in the name of The Chief Engineer (K), Bangalore Water Supply and Sewerage Board and in the amount of INR 535,00,000 (INR Five hundred and Thirty Five lakhs)</p>  |
| <b>ITB 21.2</b>     | Bid Security only in the Form of Bank Guarantee (BG) as specified in ITB 21.1   |
| <b>ITB 21.2 (d)</b> | None  |
| <b>ITB 21.7</b>     | <p>In case the JV is not legally incorporated, the Bid Security can be submitted by lead member / lead partner on behalf of the JV.</p> <p>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.</p>  |
| <b>ITB 22.1</b>     | In addition to the original of the Bid submitted, the number of additional copies are: Two (2)  |
| <b>ITB 22.2</b>     | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Original Power of Attorney (legally valid) for authorized signatory of the Bid.   |

| <b>D. Submission and Opening of Bids</b>     |  |
|--|--|
| <b>ITB 24.1</b>                              | <p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is:<br/>           Attention: Chief Engineer (K)<br/>           Street Address: BWSSB, Cauvery Bhavan<br/>           Floor/Room number: 5<sup>th</sup> Floor, Room No. 501<br/>           City: Bengaluru, Karnataka<br/>           ZIP Code: 560 009<br/>           Country: India<br/>           Telephone: +91-80-2294-5103<br/>           Facsimile number: +91-80-2294-5103<br/>           Electronic mail address: <a href="mailto:cecd@bwssb.gov.in">cecd@bwssb.gov.in</a></p> <p><b>The deadline for Bid submission:</b><br/>           Date: 18. 02. 2020.<br/>           Time: 1500 hrs.</p>   |
| <b>ITB 27.1</b>                              | <p>The Technical Bid opening shall take place at:<br/>           Office of the Chief Engineer (K)<br/>           Street Address: BWSSB, Cauvery Bhavan<br/>           Floor/Room number: 5<sup>th</sup> Floor, Room No. 501<br/>           City: Bengaluru, Karnataka<br/>           ZIP Code: 560 009<br/>           Country: India<br/>           Telephone: +91-80-2294-5103<br/>           Facsimile number: +91-80-2294-5103<br/>           Electronic mail address: <a href="mailto:cecd@bwssb.gov.in">cecd@bwssb.gov.in</a></p> <p>Date: 18/02/2020<br/>           Time: 1530 hrs</p>   |
| <b>E. Evaluation, and Comparison of Bids</b> |  |
| <b>ITB 37.1</b>                              | <p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: Indian Rupees (INR)</p> <p>The source of exchange rate shall be: Reserve Bank of India</p> <p>The date for the exchange rate shall be the date 28 days prior to the date of Technical Bid opening specified in ITB 27.1.</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB37, is payable (excluding Provisional Sums but including Day work where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> |

**Appendix to Bid Data Sheet**

Policy of Contract Award to a Bidder under a Group of Works' Contract Packages

[Contract Package(s) CP-26 & CP-27 ]

The procurement of the similar type of works is intended to be done in shell of one Group of the contract packages under the project.

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

The following two contract packages form the one group:

**Contract Package – BWSSP(III)/JICA/CP26**

Sewerage Facilities to 110 Villages: Design, Engineering Construction and Commissioning of Sewage Treatment Plants and Intermediate Sewage Pumping Stations with Operation & Maintenance thereof for Seven Years [Works - A]

and

Procurement and Construction of Main Sewers including Manholes in Mahadevpura and Bommanahalli Zones (K& C Valley Catchment)[Works - B]

**Contract Package – BWSSP(III)//JICA/CP27**

Sewerage Facilities to 110 Villages: Design, Engineering and Construction of Sewage Treatment Plants and Intermediate Sewage Pumping Stations with Operation & Maintenance thereof for Seven Years [Works - A]

and

Procurement and Construction of Main Sewers including Manholes in Dasarahalli and R R Nagar Zones (V Valley Catchment) [Works – B]

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

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

For the preset bidding documents two works' packages namely Contract Packages CP-26 and CP-27 falls under same group of Contract packages of sewage works.

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

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

This could be understandable from the illustration as below:

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

In case of Single Entity

| Contract Package CP 26 | Contract Package CP 27 |               |
|------------------------|------------------------|---------------|
| X                      | Y                      | Permitted     |
| X                      | X                      | Not Permitted |

In case of Joint Venture

| Contract Package CP 26 | Contract Package CP 27 |               |
|------------------------|------------------------|---------------|
| A+B                    | C+D                    | Permitted     |
| A+B                    | A+C                    | Not Permitted |
|                        |                        |               |

In case of combination of Single Entity and Joint Venture

| Contract Package CP 26 | Contract Package CP 27 |               |
|------------------------|------------------------|---------------|
| X                      | A+B                    | Permitted     |
| X                      | X+A                    | Not Permitted |

However the final decision on award will be taken based on JICA concurrence and the option which is beneficial to BWSSB.

## **Section III. Evaluation and Qualification Criteria**



## Evaluation and Qualification Criteria

### 1. Evaluation

#### 1.1 Technical Evaluation

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

##### 1.1.1 Personnel

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

| No. | Position   | Minimum Qualification  | Total Experience (Years) | Experience in Similar Works (Years) | Number Required |
|-----|--|--|--------------------------|-------------------------------------|-----------------|
| 1   | Project Manager (Contractors Representative)           | Engineering /Management Graduate   | 15                       | 5                                   | 1               |
| 2   | Construction Project Manager [Team Leader]             | Graduate in Civil  | 15                       | 5                                   | 1               |
| 3   | Deputy Construction Manager                            | Graduate in Civil / Mechanical Engineering   | 10                       | 5                                   | 2               |
| 4   | Engineering Manager (Lead design & Technical support)  | Graduate Degree in Civil/ Electrical / Mechanical/ Environmental/ Chemical Engineering | 10                       | 5                                   | 2               |
| 5   | Quality Assurance / Quality Control Engineer           | Graduate in any Engineering Discipline   | 8                        | 4                                   | 2               |
| 6   | Health & Safety Engineer (Accident Prevention officer) | Diploma in construction safety accredited by BSS / Certified                           | 5                        | 2                                   | 2               |
| 7   | Environmental Expert                                   | Bachelor Degree in Environmental Engineering / Science                                 | 10                       | 2                                   | 2               |

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

### 1.1.2 Equipment

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

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

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

### 1.1.3 Others

Nil

## 1.2 Economic Evaluation

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

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

### 1.2.1 Quantifiable nonmaterial nonconformities

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

**1.2.2** Award criteria for Multiple Contracts (ITB 38.4) :Pl refer Appendix to BDS.

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

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**1.2.4 Other Factors : NIL****1.2.5 Award Criteria for Contract (Evaluated Bid Price)****(i) Works-A**

Under Sub-Clause 38.2 of ITB, the following Methodology will be adopted to find the lowest evaluated bid:

**a) Determination/Evaluation of Works / Capital Cost**

Total cost of the WORK A (Sewage treatment plant & ISPS) will be evaluated based on technical requirements as well as **price quoted including all taxes and duties** by each bidder. The Schedule-8: Recommended Spares and Provisional sum shall not be considered for evaluation of the bids.

**b) Determination/Evaluation of O&M Cost of Plant**

The procedure for evaluation of Operation Cost of Plant is as follows,

- Price correction for arithmetic errors in accordance with ITB 36.1
- The Bidder shall be asked to provide in Technical Bid for the materials and electrical energy consumptions such as rate of consumption of chemicals, electrical energy consumption (in KWH) etc.
- In Price Bid (Volume III) the quantities of chemicals consumption shall be the same as quantities of chemicals consumption submitted in Technical Bid (**Volume 1, Schedule of Guarantee (Works-A) of Section – IV**) . In case, the quantities of chemical consumption provided in price bid are different than in the Technical bid, then the corrections/adjustments shall be made during price bid evaluation to arrive at the corrected O&M cost by considering quantities of Chemical Consumptions as per Bidder Technical Bid (Volume 1, Schedule of Guarantee (Works-A) of Section – IV) in accordance with ITB 34.3.
- The Bidder shall quote quantities of chemicals consumption as submitted in (Volume 1, Schedule of Guarantee (Works-A) of Section – IV) for each year of the O & M period of seven (7) years. (Ref. Price Schedule-6 of Works-A, Volume 3 of Price bid).

- If there is any inconsistency in the chemical quantities observed in the price bid, necessary correction shall be carried out by the Employer based on the accepted technical bid.
- The bidder shall indicate the no. of units (KWH/month) of electrical energy consumption required for guaranteed performance of the Works A (**Volume 1, Schedule of Guarantee (Works-A) of Section – IV**) for full through put.
- The Net Present Value (NPV) for the electrical energy consumption guaranteed in (**Volume 1, Schedule of Guarantee (Works-A) of Section – IV**) shall be calculated for seven (7) years of O & M for comparison of different bids. The unit cost (Rs. 5.0 /KWH) of the electrical energy consumption will be taken for bid evaluation. The interest rate 8% per annum to be taken for NPV calculations.
- The operation cost for seven (7) years of O&M of Works A to the Employer shall be calculated for each of the bidders by adding together the evaluated cost of operation and maintenance as per Volume 3 and net present value (NPV) for the electrical consumptions calculated for seven (7) years of O & M.

**c) Final Evaluation of bids**

**Computed Evaluated Cost** = Capital Cost including all Taxes & Duties (**a**) + Evaluated O&M Cost of Plant including power (**b**) added together will be considered for comparison by differential and to determine the lowest evaluated bid.

**(ii) Works-B**

Evaluated price for Works / Capital Cost Only

**Award criteria for Contract is the lowest cumulative evaluated bid price for Works A and Works B.**

**1.3 Alternative Completion Times**

Not permissible

**1.4 Alternatives Technical Solutions**

Not allowed

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## **2. Qualification**

### **(i) Currency Exchange Rate for Qualification Criteria**

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

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

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

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

| Eligibility and Qualification Criteria         |  |   | Compliance Requirements               |                                      |                                       |            | Documentation           |
|--|--|---|---------------------------------------|--------------------------------------|---------------------------------------|------------|-------------------------|
| Sl. No.  | Factor/Sub-Factor                          | Requirement   | Single Entity                         | Joint Venture (existing or intended) |                                       |            | Submission Requirements |
|  |  |   |                                       | All Parties Combined                 | Each Member                           | One Member |                         |
| <b>2.2 Historical Contract Non-Performance</b> |  |   |                                       |                                      |                                       |            |                         |
| 2.2.1  | <b>History of non-performing Contracts</b> | Non-performance of a contract <sup>(i)</sup> did not occur as a result of contractor's default since 1 <sup>st</sup> January 2017   | Must meet requirement <sup>(ii)</sup> | N/A                                  | Must meet requirement <sup>(ii)</sup> | N/A        | Form CON                |
| 2.2.2  | <b>Pending Litigation</b>                  | The Bidder shall provide along with, the bid 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 <sup>(ii)</sup> | N/A                                  | Must meet requirement <sup>(ii)</sup> | N/A        | Form CON                |
| 2.2.3  | <b>Litigation History</b>                  | The Bidder shall provide details that demonstrate no consistent history of Court/arbitral award decisions against the applicant <sup>(iii)</sup> since 1st January 2014.  | Must meet requirement <sup>(ii)</sup> | N/A                                  | Must meet requirement <sup>(ii)</sup> | N/A        | Form CON                |
| Notes for the Bidder                           |  |   |                                       |                                      |                                       |            |                         |

| Eligibility and Qualification Criteria  |                   |             | Compliance Requirements |                                      |             | Documentation |                         |
|---|-------------------|-------------|-------------------------|--------------------------------------|-------------|---------------|-------------------------|
| Sl. No.   | Factor/Sub-Factor | Requirement | Single Entity           | Joint Venture (existing or intended) |             |               | Submission Requirements |
|   |                   |             |                         | All Parties Combined                 | Each Member | One Member    |                         |
| <b>2.2 Historical Contract Non-Performance</b>  |                   |             |                         |                                      |             |               |                         |
| <p>(i) Non-performance, as decided by the Employer, shall include all contracts including those being executed for the on-going JICA funded projects by the bidder and the bidders performance thereof.</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 Applicant have been exhausted.</p> <p><b>(ii)</b> This requirement also applies to contracts executed by the Bidder and as a JV member.</p> <p><b>(iii)</b> The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Bid. If at any time during evaluation it is determined that the Bidder has concealed information and/or not presented full details of all the litigation till the date of submission of the bid, his Bid will be considered as non-response and rejected.</p> |                   |             |                         |                                      |             |               |                         |

| Eligibility and Qualification Criteria |                              |  | Compliance Requirements |                                      |                       | Documentation |                               |
|--|------------------------------|--|-------------------------|--------------------------------------|-----------------------|---------------|-------------------------------|
| No.                                    | Factor/<br>Sub-Factor        | Requirement  | Single<br>Entity        | Joint Venture (existing or intended) |                       |               | Submission<br>Requirements    |
|  |                              |  |                         | All Parties<br>Combined              | Each Member           | One Member    |                               |
| <b>2.3 Financial Situation</b>         |                              |  |                         |                                      |                       |               |                               |
| 2.3.1                                  | <b>Financial Performance</b> | <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, Applicant's Net Worth calculated as the difference of total assets and total liabilities for at least 3 years during last 5 years and last 2 years consecutive should not be negative.</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/<br>Sub-Factor          | Requirement   | Single<br>Entity        | Joint Venture (existing or intended) |                                  |                                   | Submission<br>Requirements |
|  |                                |   |                         | All Parties<br>Combined              | Each Member                      | One Member                        |                            |
| <b>2.3 Financial Situation</b>         |                                |   |                         |                                      |                                  |                                   |                            |
| 2.3.2                                  | <b>Average Annual Turnover</b> | Minimum average annual construction turnover including supply of M & E and all equipments plus O & M and other costs of atleast INR 1000 (USD 14.3) Million calculated as total certified payments received for contracts in progress and / or completed, within the last 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                                  | <b>Financial Resources</b>     | (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 357 (USD 5.1) Million for the subject contract(s) net of the Bidders other commitments.<br>(ii) The bidder should have a minimum available application | Must meet requirement   | Must meet requirement                | Must meet 25% of the requirement | Must meet 40 % of the requirement | Form FIR– 1. and FIR – 2   |

| Eligibility and Qualification Criteria |  |  | Compliance Requirements |                                      |                       | Documentation |                            |
|--|--|--|-------------------------|--------------------------------------|-----------------------|---------------|----------------------------|
| No.                                    | Factor/<br>Sub-Factor                              | Requirement  | Single<br>Entity        | Joint Venture (existing or intended) |                       |               | Submission<br>Requirements |
|  |  |  |                         | All Parties<br>Combined              | Each Member           | One Member    |                            |
| <b>2.3 Financial Situation</b>         |  |  |                         |                                      |                       |               |                            |
|  |  | capacity of INR 5740 (USD 82) million.<br>Application capacity =<br>{ [ maximum value of works executed during one financial year in the last five years] x [ Number of years for completion of the works] x [2.5] - [value of the existing commitments in all ongoing works to be completed during the next three years]} |                         |                                      |                       |               |                            |
|  | 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)<br>Or<br>Should not have undergone / applied 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           | FIN-3                      |
|  |  |  |                         |                                      |                       |               |                            |

| Eligibility and Qualification Criteria |   |  | Compliance Requirements         |   |                                 |                   | Documentation              |
|--|---|--|---------------------------------|---|---------------------------------|-------------------|----------------------------|
| No.                                    | Factor/<br>Sub-Factor   | Requirement  | Single<br>Entity                | Joint Venture (existing or<br>intended) |                                 |                   | Submission<br>Requirements |
|  |   |  |                                 | All Parties<br>Combined                 | Each<br>Member                  | One<br>Member     |                            |
| <b>2.4 Experience</b>                  |   |  |                                 |   |                                 |                   |                            |
| 2.4.1                                  | General<br>Construction<br>Experience   | The Bidder should have experience under Construction Contracts in the role of prime contractor (single entity or JV member), sub-contractor, or management contractor <sup>(i)</sup> at least for last 5 years of Construction as on date of Bid submission.                   | Must meet<br>requirement<br>(v) | Not<br>Applicable                       | Must meet<br>requirement<br>(v) | Not<br>Applicable | Form EXP – 2.4.1           |
| 2.4.2 (a)                              | <b>Specific<br/>Construction<br/>Experience-<br/>Sewage<br/>Treatment<br/>Plants<br/>Design,<br/>Installation,<br/>Testing<br/>&amp; Commissioning<br/>Experience</b> | The Bidder shall have experience in the role of prime contractor (single entity or JV member) <sup>(ii)</sup> / Management Contractor, for Design, Engineering, Construction, Testing & Commissioning of Sewage Treatment Plants (STPs) with biological nutrient (nitrogen and | Must meet<br>requirement        | Must meet<br>requirement<br>(iii)       | Not<br>Applicable               | Not<br>Applicable | Form EXP – 2.4.2<br>(a)    |

| Eligibility and Qualification Criteria |                       |  | Compliance Requirements |   |                | Documentation |                            |
|--|-----------------------|--|-------------------------|---|----------------|---------------|----------------------------|
| No.                                    | Factor/<br>Sub-Factor | Requirement  | Single<br>Entity        | Joint Venture (existing or<br>intended) |                |               | Submission<br>Requirements |
|  |                       |  |                         | All Parties<br>Combined                 | Each<br>Member | One<br>Member |                            |
| <b>2.4 Experience</b>                  |                       |  |                         |   |                |               |                            |
|  |                       | <p>phosphorus) removal, sludge dewatering, PLC &amp; SCADA:<br/>At least one (1) STP of minimum 50 MLD Capacity,<br/>Or<br/>At least two (2) STP of minimum 30 MLD Capacity,<br/>Or<br/>At least three (3) STP of minimum 20 MLD Capacity,</p> <p>The above works shall have been completed and commissioned in last Ten (10) years starting from 1<sup>st</sup> December'2009.</p> <p>Bidder shall demonstrate successful completion of Operation and Maintenance for</p> |                         |   |                |               |                            |

| Eligibility and Qualification Criteria |  |   | Compliance Requirements |   |                |                | Documentation              |
|--|--|---|-------------------------|---|----------------|----------------|----------------------------|
| No.                                    | Factor/<br>Sub-Factor                          | Requirement   | Single<br>Entity        | Joint Venture (existing or<br>intended)   |                |                | Submission<br>Requirements |
|  |  |   |                         | All Parties<br>Combined                   | Each<br>Member | One<br>Member  |                            |
| <b>2.4 Experience</b>                  |  |   |                         |   |                |                |                            |
|  |  | at least a period of one year for any one of the above STPs   |                         |   |                |                |                            |
| <b>2.4.2 (b)</b>                       | Specific Construction Experience – Main Sewers | The Bidder should have experience in the role of prime contractor (single entity or JV member) <sup>(ii)</sup> / Management Contractor for Procurement and Construction of Sewers with a minimum diameter of 200 mm:<br>At least One (1) works involving minimum length of sewers 35 km,<br>Or<br>At least Two (2) works each involving minimum length of sewers 29 km,<br>Or<br>At least Three (3) works each involving minimum length of sewers 23 km.<br>The all above works shall have been completed and commissioned in last Ten (10) | Must meet requirement   | Must meet requirement <sup>(i ii)</sup> , | Not Applicable | Not Applicable | Form EXP – 2.4.2 (b)       |

| Eligibility and Qualification Criteria |  |   | Compliance Requirements   |  |                   |                   | Documentation              |
|--|--|---|---------------------------|--|-------------------|-------------------|----------------------------|
| No.                                    | Factor/<br>Sub-Factor  | Requirement   | Single<br>Entity          | Joint Venture (existing or<br>intended)            |                   |                   | Submission<br>Requirements |
|  |  |   |                           | All Parties<br>Combined                            | Each<br>Member    | One<br>Member     |                            |
| <b>2.4 Experience</b>                  |  |   |                           |  |                   |                   |                            |
|  |  | years starting from 1 <sup>st</sup><br>December'2009.   |                           |  |                   |                   |                            |
| <b>2.4.2 (c)</b>                       | Specific<br>Construction<br>Experience –<br><br>Shoring<br>works | The Bidder should have<br>experience in the role of prime<br>contractor (single entity or JV<br>member) <sup>(ii)</sup> / Management<br>Contractor / Sub Contractor in M<br>S sheet piling work for laying of<br>sewers for a depth more 4 mts and<br>length more than 1000 mts<br>The above works shall have been<br>completed in last Ten (10) years<br>starting from 1 <sup>st</sup> December'2009.<br>Nominated specialized sub-<br>contractors experience will be<br>considered. | Must meet<br>requirement  | Must meet<br>requirement <sup>(i)</sup><br>ii),    | Not<br>Applicable | Not<br>Applicable | Form EXP – 2.4.2<br>(c)    |
| <b>2.4.2 (d)</b>                       | Specific<br>Construction<br>Experience –<br><br>Manholes         | The Bidder should have<br>experience in the role of prime<br>contractor (single entity or JV<br>member) <sup>(ii)</sup> /, Management<br>Contractor in Construction and<br>erection of 150 nos Precast RCC  | Must meet<br>requirement. | Must meet<br>requirement <sup>(i)</sup><br>ii), (. | Not<br>Applicable | Not<br>Applicable | Form EXP – 2.4.2<br>(d)    |

| Eligibility and Qualification Criteria |  |  | Compliance Requirements |   |                |                       | Documentation              |
|--|--|--|-------------------------|---|----------------|-----------------------|----------------------------|
| No.                                    | Factor/<br>Sub-Factor  | Requirement  | Single<br>Entity        | Joint Venture (existing or<br>intended) |                |                       | Submission<br>Requirements |
|  |  |  |                         | All Parties<br>Combined                 | Each<br>Member | One<br>Member         |                            |
| <b>2.4 Experience</b>                  |  |  |                         |   |                |                       |                            |
|  |  | / Cast in Situ Manholes for sewer network.<br>The above works shall have been completed in last Ten (10) years starting from 1 <sup>st</sup> December'2009. Nominated specialized sub-contractors experience will be considered.   |                         |   |                |                       |                            |
| <b>2.4.2 (e)</b>                       | Specific Construction Experience – TSPS / Sewage Pumping Mains | The Bidder should have experience in the role of prime contractor (single entity or JV member) <sup>(iii)</sup> / Management Contractor, for execution of one project having ISPS / TSPS (of at least 20 MLD capacity) and Sewage Pumping Mains<br>The above works shall have been completed in last Ten (10) years starting from 1 <sup>st</sup> December'2009. | Must meet requirement   | Not Applicable                          | Not Applicable | Must meet requirement | Form EXP – 2.4.2 (e)       |
| <u>Notes for the Applicant</u>         |  |  |                         |   |                |                       |                            |

| Eligibility and Qualification Criteria  |                       |             | Compliance Requirements |   |                | Documentation |                            |
|---|-----------------------|-------------|-------------------------|---|----------------|---------------|----------------------------|
| No.   | Factor/<br>Sub-Factor | Requirement | Single<br>Entity        | Joint Venture (existing or<br>intended) |                |               | Submission<br>Requirements |
|   |                       |             |                         | All Parties<br>Combined                 | Each<br>Member | One<br>Member |                            |
| <b>2.4 Experience</b>   |                       |             |                         |   |                |               |                            |
| <p>(i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.</p> <p>(ii) The Bidder shall have experience in the role of prime contractor (Single entity or Lead Partner in the JV) for experience in Construction, Testing, and commissioning minimum. The lead partner shall be given 100% experience while the other JV partners shall be given experience in proportional to their percent share of JV. For example, if a lead partner has 40% share in a three member JV with 40%:30%:30% share then the lead partner shall get a 100% experience while the other partners shall get experience in proportion to their share of JV. In case the JV is 50% /50% then both the JV members can claim 100% of the project experience.</p> <p>(iii) Operation &amp; Maintenance experience shall be counted from actual date of commissioning of the Sewage Treatment Plant. The Operation &amp; Maintenance carried out during defect liability period shall also be considered as a part of O&amp;M requirement for clause 2.4.2 (a) above.</p> <p>(iv) The applicant shall submit end user certificate for successful completion in specific construction experience as of application submission date: for clause 2.4.2 (a to e). All experience certificates to be provided with English translation.</p> <p>(v) Bidder shall have a qualification on ISO 9001 for Engineering, Installation and Commissioning.</p> |                       |             |                         |   |                |               |                            |



**Section IV. Bidding Forms**

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## Letter of Technical Bid

Date: xx/xxx/xxxx]

Loan Agreement No.:ID-P266

IFB No: BWSSB /CE(K)/ACE (K)-1/TA-11/AE-2/ 2277/2019-20

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8):*[insert the number and issuing date of each Addendum]*;
- (b) We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB4;
- (d) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission]*, in conformity with the Bidding Documents, the following Works: *[insert a brief description of the Works]*;
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB4.2 (c), other than alternative Bids submitted in accordance with ITB 13; and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

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

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

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

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

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

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

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

## Letter of Price Bid

Date: *[insert date of Bid submission]*

Loan Agreement No.: *[ID-P266]*

IFB No.: *[IFB No: BWSSB /CE(K)/ACE (K)-1/TA-11/AE-2/ 2277/2019-20]*

To:

The Chief Engineer (K),  
Bangalore Water Supply and Sewerage Board  
(BWSSB)

5<sup>th</sup> Floor, Room No. 501  
Cauvery Bhavan, K.G. Road  
Bengaluru, 560 009

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8): *[insert the number and issuing date of each Addendum]*;
- (b) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, pre-commission and commission]*, in conformity with the Bidding Documents, the following Works: *[insert a brief description of the Works]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:  
In case of only one lot, total price of the Bid *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*  
  
*[In case of multiple lots, insert the total price of each lot]*  
*[In case of multiple lots, insert the total price of all lots (sum of all lots)]*;
- (d) The discounts offered and the methodology for their application are:  
  
The discounts offered are: *[specify in detail each discount offered]*  
  
The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts]*;
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;

- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

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

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

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

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

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

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

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

## Schedule of Adjustment Data

Table A. Local Currency (applicable for Works-A)

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

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

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

**Table B. Foreign Currency (FC) (applicable for Works-A)**

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

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

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

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

Table C. Local Currency (applicable for Works-B)

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

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

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

**Table D. Foreign Currency (FC) (applicable for Works-B)**

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

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

| <b>(a)</b>               | <b>(b)</b>                      | <b>(c)</b>                    | <b>(d)</b>                        | <b>(e)</b>  | <b>(f)</b>                                 | <b>(g)</b>  |
|--------------------------|---------------------------------|-------------------------------|-----------------------------------|---|--|---|
| <b><u>Index code</u></b> | <b><u>Index description</u></b> | <b><u>Source of index</u></b> | <b><u>Base value and date</u></b> | <b><u>Bidder's related source currency in type/amount</u></b> | <b><u>Equivalent in FC for payment</u></b> | <b><u>Bidder's proposed weighting</u></b>               |
|                          | <u>Nonadjustable</u>            | =                             | =                                 | =   |  | A: 0.15<br>B: _____<br>C: _____<br>D: _____<br>E: _____ |
| <b><u>Total</u></b>      |                                 |                               |                                   |   |  | <b><u>1.00</u></b>                                      |

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

## **Preamble to Price Schedules**

Please refer Volume III, Price Schedule

## Technical Proposal

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

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

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## Site Organization

The Bidder shall submit the following details;

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

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

## Method Statement

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

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

The Methods Statement will be evaluated based upon completeness and clarity

## Mobilization Schedule

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

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

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

***[Insert Technical Proposal for Mobilization Schedule.]***

## Construction Schedule

The Bidder is expected to submit the following details;

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

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

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

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

Should the Bidder propose a different Construction Scheduling software

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

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

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

### PRELIMINARY DESIGN

The Bidder shall submit a Preliminary Design of the Work to demonstrate an understanding of the Design Intent as represented in Part 2- Employer's Requirement and demonstrate a capacity to prepare a detailed design of the complete Works that can reliably meet the Schedule of Guarantees and which can be operated in safe and effective manner. The Preliminary Design shall include the following:

#### A. Process Design

1. Bidder's Concurrence that the following components of Design proposed will meet the project requirements.
  - a. Gravity & Pumping sewerage system including ISPS and rising mains
  - b. TSPS
  - c. STP with Extended Aeration with Disc Filters (including aeration basins, Secondary Clarification, Sodium hypo chlorite dosing with contact tanks, disc filters
  - d. Sludge handling systems
2. Table of Basic Design Data for including;
  - a. Unit sizing and dimensions
  - b. Unit-specific design values including, but not limited to hydraulic loading rates, hydraulic retention time, and velocities required to define a unit.
  - c. Power requirement and type of drive.
  - d. Provide Basic Design data for all units to achieve the effluent discharge criteria
  - e. Hydraulic Calculations and HFD
  - f. Mass balance Calculations
  - g. Design Memo indication Codes, Standards and design criteria employed
  - h. Calculations employed to establish the Basic Design Data
3. Chemical Feed Systems
  - a. Stored Chemical
  - b. Min/Ave/max applied dose
  - c. Min/Ave/Max chemical use in kilograms per day
  - d. Chemical Storage requirements and Storage facilities.
  - e. Chemical Day tank and transfer pump sizing.
  - f. Chemical Metering Pumps including type, number and sizing.
4. Piping and Instrument Diagrams (P&IDs) for all treatment and waste water and solids handling. P&IDs shall be prepared as per ISA 5.1 standard (latest versions) to clearly indicate the following:
  - a. All treatment unit operations and number of units

- b. All pumping systems including number
  - c. All Chemical Feed Systems
  - d. All interconnecting, overflow and tank drainage piping including material and diameter, valves, valve type, and all in-line piping specialties such as pressure regulating valves, sluice valves, non return valves, knife gate valves etc.
  - e. All interconnecting concrete channels
  - f. Field Instrumentation including air and sewage flow elements and all pressure and level instruments
  - g. Field Analytical Instruments
  - h. Main Control SCADA system indications and alarms.
5. Written Process Control Narratives describing how the treatment units, treatment functions and associated treatment equipment will be controlled.
  6. Hydraulic Profile clearly indicating incoming sewage levels, piping and channels of flow through the complete Sewage treatment plant. Elevations shall be prepared and shown for flow rates. The hydraulic profile shall comply with the hydraulic levels provided in Employer/Project Requirements.

**B. Civil Design**

1. Site Layout indicating all structures, tanks, buildings, yard structures, parking areas and roadways as well as fencing and access gates.
2. Site Grading Plan indicating finished grade
3. Yard Piping Plan indicating pipe designation, diameter and material for process, overflow and drainage yard piping.

**C. Architectural Design**

1. General Arrangement drawings of Building and Layout Plan

**D. Structural Design**

1. Design Memo indicating:
  - a. Concrete Codes and Standard uses for material selection and Codes and Standards used in structural design for buildings and yard structures as well as for water retaining structures.
  - b. Use of Pre-cast components including catalogue cuts.
  - c. Roofing system including catalog cuts
2. General Arrangement Drawings
  - a. Treatment Process Tanks and Yard Structures
  - b. Treatment Buildings

**E. Mechanical Design**

1. Equipment Data Sheets for all process equipment including:
  - a. Nomenclature (unique identifier)
  - a. Design rating (flow, head, mixing intensity as applies)
  - b. Motor maximum speed, size and type, Power requirements (voltage/phase),
  - c. Required motor contacts for operating status, protection from excessive heat or vibration)
2. Catalog of each process equipment clearly indicating which features and manufacture's options are being provided.
3. General Arrangement Drawings
  - a. Plan of each treatment building indicating equipment, piping/valving/piping specialties), vendor control panels and field instruments.
  - b. Plan of each treatment system not located within a treatment building indicating equipment, inlet and outlet piping, valves and slide gates and field instruments
  - c. For all General Arrangement Drawings provide clear and unique nomenclature for equipment, piping, valves and control panels as well as easy of access and adequate working space.

**F. Plumbing Design**

1. Plumbing Design Memo indicating
  - a. Codes and Standards employed.
  - b. Piping material
  - c. Catalogue Cuts of standard plumbing components and fixtures clearly indicating which features and manufacture's options are being provided.
2. Riser diagrams for domestic water, riser diagram for floor drains and riser diagrams for sanitary waste for each building as required.

**G. Ventilation and Air Conditioning Design**

1. Ventilation and Air Conditioning Design Memo indicating:
  - a. Codes and Standards employed
  - b. Air Changes per hour for each room/building

**H. Instrumentation Design**

1. System Architecture Drawing indicating Remote I/O Panels, Vender Control Panels, Plant wide SCADA System and Remote Facility Communication.
2. Design Memo indicating:
  - a. Field Instrument list including Catalog Cuts clearly indicating which features and manufacture's options are being provided.
  - b. Remote I/O Panels specifications and details including HMI and ethernet connections including Catalogue Cuts of components within the Remote I/O

clearly indicating which features and manufacture's options are being provided.

- c. SCADA system components including Catalog Cuts clearly indicating which features and manufacture's options are being provided.
- d. Remote Facility Communication system including Catalog Cuts clearly indicating which features and manufacture's options are being provided

#### **I. Electrical Design**

- 2. Single Line Diagram indicating the electrical design including electrical service, switchgear, MCCs, Power Panels and Lighting Panels and all interconnecting wiring as well as grounding.
- 3. Design Memo including:
  - a. Codes and Standards employed in design
  - b. Electric Load List including KW and voltage requirements and what loads are connected to the standby generation.
  - c. Description of Electric Service required
  - d. Description of Motor Control Centers and Manufacturer including Catalog Cuts clearly indicating which features and manufacture's options are being provided
  - e. Description of VFDs and Manufacturer including Catalog Cuts clearly indicating which features and manufacture's options are being provided.
  - f. Certification that the VFD manufacturer has sized the VFDs per equipment manufactures' requirements
  - g. Catalog cuts of wiring, conduit, cable trays and raceways provided clearly indicating which features and manufacture's options are being provided.

### HEALTH AND SAFETY PLAN

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

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

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

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

*[Insert Technical Proposal for Safety Plan.]*

## Operation and Maintenance (O&M)

The Bidder shall submit an Operations and Maintenance Plan (O&M Plan) for the ISPS, TSPS and Sewage Treatment Plant. The O&M plan shall meet the requirements of Volume II, Part 14 Operation and Maintenance and shall include the following components

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

1. Preparation of Work Orders and documentation of completion.
2. Repair history of all mechanical, electrical, instrumentation control equipment and communication instruments.
3. Daily log of operations
4. Hourly readings of key operational parameters that provide timely confirmation of successful treatment.
5. Influent and Effluent quality tests
6. Daily list of alarms with time tag;

#### H. Reporting

1. Monthly Reports concisely summarizing key operational condition and key maintenance performed as well as identification of O&M issues that may require BWSSB action.
2. Monthly Report shall be in a format acceptable to BWSSB.

#### I. Documents

1. Maintain key and relevant documents on-site;
  - a. Name plate data of installed equipment
  - b. Copy of all Warrantees, Bonds and AMC Service Contract
  - c. Copy of Approved GA Drawings Drawing/Shop Drawings (Good for Construction Drawings)
  - d. Complete set of electrical schematics and wiring diagrams
  - e. Name and Contact information of authorized service and maintenance firms
  - f. Copies of all Pre-Commissioning, Commissioning, Trial Operation Tests and Test after Completion

Evaluation of the Bidder's proposed O&M Plan will be based upon the thoroughness of the Plan, compliance with requirements included in VOLUME II Part 14 Operations and Maintenance and the extent to which the Bidder's Plan indicates management of plant operations to optimize power consumption and chemical usage and ensure satisfactory operation and maintenance of the whole works at all times.

## Form SOG: Schedule of Guarantee (Works-A)

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

| S.No     | Required Performance/<br>Specific Guarantee | Guaranteed power consumption not exceeding for the flows indicated in Price bid |           |
|----------|---|---|-----------|
|          |   | kWh/ Day  | kWh/Month |
| <b>A</b> | <b>TSPS and STP</b>                         |   |           |
| 1        | 4MLD STP at Chikkabanavara                  |   |           |
| 2        | 3MLD STP at Herohalli                       |   |           |
| 3        | 6MLD STP at Hosahalli                       |   |           |
| 4        | 10MLD STP at Karivobanahalli                |   |           |
| 5        | 9MLD STP at Nagasandra                      |   |           |
| 6        | 13MLD STP at Hemigepura                     |   |           |
| 7        | 8MLD STP at Somapura                        |   |           |
| <b>B</b> | <b>ISPS</b>                                 |   |           |
| 1        | 8.1MLD ISPS at Doddabidarakallu             |   |           |
| 2        | 0.5MLD ISPS at Herohalli                    |   |           |
| 3        | 0.5MLD ISPS at Arehalli                     |   |           |
| 4        | 1.6MLD ISPS at Hemigepura                   |   |           |

### Chemical Consumption

| S.No  | Required Performance/<br>Specific Guarantee | Guaranteed Chemical consumption not exceeding for the flows indicated in Price bid |         |          |         |                 |         |
|---|---|--|---------|----------|---------|-----------------|---------|
|   |   | Alum   |         | Chlorine |         | Polyelectrolyte |         |
|   |   | Kg/Day   | Kg/Year | Kg/Day   | Kg/Year | Kg/Day          | Kg/Year |
| 1   | 4MLD STP at Chikkabanavara                  |  |         |          |         |                 |         |
| 2   | 3MLD STP at Herohalli                       |  |         |          |         |                 |         |
| 3   | 6MLD STP at Hosahalli                       |  |         |          |         |                 |         |
| 4   | 10MLD STP at Karivobanahalli                |  |         |          |         |                 |         |
| 5   | 9MLD STP at Nagasandra                      |  |         |          |         |                 |         |
| 6   | 13MLD STP at Hemigepura                     |  |         |          |         |                 |         |
| 7   | 8MLD STP at Somapura                        |  |         |          |         |                 |         |
| <b>Note:</b><br>Any other chemical as needed shall be included by the Bidder in the list. |   |  |         |          |         |                 |         |

The details of Functional Guarantees on STP’s and its related Damages.

**Functional Guarantees & Performance Damages**

| <p>• <b>Effluent Quality:</b> Failure to achieve the specified effluent quality requirement at the outlet of the chlorine contact tank during <b>Test on Completion:</b></p> <table border="1" data-bbox="284 569 706 999"> <thead> <tr> <th><u>Parameter</u></th> <th><u>Specified maximum concentration</u></th> </tr> </thead> <tbody> <tr> <td>BOD</td> <td>10 mg/L</td> </tr> <tr> <td>TSS</td> <td>10 mg/ L</td> </tr> <tr> <td>NH<sub>4</sub>N</td> <td>5 mg/L</td> </tr> <tr> <td>TN</td> <td>10 mg/L</td> </tr> <tr> <td>TP</td> <td>1 mg/L</td> </tr> <tr> <td>Fecal Coliform</td> <td>100 MPN/100 ml</td> </tr> </tbody> </table>   | <u>Parameter</u>                                | <u>Specified maximum concentration</u> | BOD | 10 mg/L | TSS | 10 mg/ L | NH <sub>4</sub> N  | 5 mg/L | TN | 10 mg/L | TP | 1 mg/L | Fecal Coliform | 100 MPN/100 ml | <p>• <b>Damages during Test on Completion</b> for a given STP, Damages shall not exceed 2% of that STP’s Contract Price. However, if more than one STP fails the <b>Tests on Completion</b>, then the 2% Damages limit shall apply separately to each STP. Further, all remedies other than damages, including but not limited to construction of additional facilities, additional equipment and repair and/or replacement of the installed equipment shall continue to be fully available to the Employer, and the Employer may choose to invoke any or all of them at any time in accordance with the terms of the Contract.</p>  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
|--|---|--|-----|---------|-----|----------|--------------------|--------|----|---------|----|--------|----------------|----------------|--|---|---|----|-------------|----|-------------|----|------------------------------|----|------------|----|--------------|----|------------------------------|
| <u>Parameter</u>   | <u>Specified maximum concentration</u>          |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| BOD  | 10 mg/L   |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| TSS  | 10 mg/ L  |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| NH <sub>4</sub> N  | 5 mg/L  |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| TN   | 10 mg/L   |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| TP   | 1 mg/L  |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| Fecal Coliform   | 100 MPN/100 ml                                  |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| <p>• <b>Effluent Quality:</b> Failure to achieve the specified effluent quality requirement at the outlet of the chlorine contact tank during the <b>O&amp;M Period</b></p> <table border="1" data-bbox="284 1297 706 1738"> <thead> <tr> <th><u>Parameter</u></th> <th><u>Specified maximum concentration</u></th> </tr> </thead> <tbody> <tr> <td>BOD</td> <td>10 mg/L</td> </tr> <tr> <td>TSS</td> <td>10 mg/ L</td> </tr> <tr> <td>NH<sub>4</sub>-N</td> <td>5 mg/L</td> </tr> <tr> <td>TN</td> <td>10 mg/L</td> </tr> <tr> <td>TP</td> <td>1 mg/L</td> </tr> <tr> <td>Fecal Coliform</td> <td>100 MPN/100 mL</td> </tr> </tbody> </table> | <u>Parameter</u>                                | <u>Specified maximum concentration</u> | BOD | 10 mg/L | TSS | 10 mg/ L | NH <sub>4</sub> -N | 5 mg/L | TN | 10 mg/L | TP | 1 mg/L | Fecal Coliform | 100 MPN/100 mL | <p>• <b>Performance Damages</b> as Percent of the O &amp; M Monthly payment of each STP. For each STP that fails to pass the Tests during O &amp; M period for each additional “quantum” (as defined below) of the effluent quality parameter, or part thereof, beyond the specified maximum concentration.</p> <table border="1" data-bbox="755 1318 1312 1766"> <thead> <tr> <th><u>Percent of (STP) O &amp; M Monthly payment</u></th> <th><u>For each additional or part of parameter</u></th> </tr> </thead> <tbody> <tr> <td>3%</td> <td>2 mg/L, BOD</td> </tr> <tr> <td>2%</td> <td>3 mg/L, TSS</td> </tr> <tr> <td>1%</td> <td>0.5 mg/L, NH<sub>4</sub>-N</td> </tr> <tr> <td>1%</td> <td>3 mg/L, TN</td> </tr> <tr> <td>1%</td> <td>0.2 mg/L, TP</td> </tr> <tr> <td>2%</td> <td>20 MPN/100mL, Fecal Coliform</td> </tr> </tbody> </table> <p>• For a given STP, Performance Damages shall not exceed 10% of that STP’s STP O &amp; M Contract Price. However, if more than one STP fails the</p> | <u>Percent of (STP) O &amp; M Monthly payment</u> | <u>For each additional or part of parameter</u> | 3% | 2 mg/L, BOD | 2% | 3 mg/L, TSS | 1% | 0.5 mg/L, NH <sub>4</sub> -N | 1% | 3 mg/L, TN | 1% | 0.2 mg/L, TP | 2% | 20 MPN/100mL, Fecal Coliform |
| <u>Parameter</u>   | <u>Specified maximum concentration</u>          |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| BOD  | 10 mg/L   |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| TSS  | 10 mg/ L  |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| NH <sub>4</sub> -N   | 5 mg/L  |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| TN   | 10 mg/L   |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| TP   | 1 mg/L  |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| Fecal Coliform   | 100 MPN/100 mL                                  |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| <u>Percent of (STP) O &amp; M Monthly payment</u>  | <u>For each additional or part of parameter</u> |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| 3%   | 2 mg/L, BOD                                     |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| 2%   | 3 mg/L, TSS                                     |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| 1%   | 0.5 mg/L, NH <sub>4</sub> -N                    |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| 1%   | 3 mg/L, TN                                      |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| 1%   | 0.2 mg/L, TP                                    |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |
| 2%   | 20 MPN/100mL, Fecal Coliform                    |  |     |         |     |          |                    |        |    |         |    |        |                |                |  |   |   |    |             |    |             |    |                              |    |            |    |              |    |                              |

|   |   |
|---|---|
|   | <p>performance, then the 10% Performance Damages limit shall apply separately to each STP. Further, all remedies other than performance damages, including but not limited to construction of additional facilities, additional equipment and repair and/or replacement of the installed equipment shall continue to be fully available to the Employer, and the Employer may choose to invoke any or all of them at any time in accordance with the terms of the Contract.</p>   |
| <ul style="list-style-type: none"> <li>• <b>Power Consumption:</b> Excess consumption of electrical energy for Operation and Maintenance of the constructed Works for each STP (including TSPS) and ISPS under the Contract.</li> </ul> | <ul style="list-style-type: none"> <li>• Damages payable by Contractor to Employer on a monthly basis shall be equal to the actual cost of the excess energy used for Operation and Maintenance of the Works for each <b>STP (including TSPS) and ISPS under the Contract</b>, based on the guaranteed power consumption provided by the Contractor under the <b>Technical Schedules V</b> and the current rates charged to the Employer for electricity consumed plus the additional penalty of INR 10,000 per event per STP. Such payable will be assessed for each month during the O&amp;M Period in which the actual power consumption exceeds the guaranteed power consumption as calculated in the <b>Technical Schedule X</b>.</li> </ul> |

**Form SOG: Schedule of Guarantee (Works-B)**

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

|   | <b>Required Performance/<br/>Specific Guarantee</b> | <b>Connectivity Guarantee</b> |
|---|---|-------------------------------|
| 1 | Minimum kms of sewer network connected              |                               |

## Form PER -1: Proposed Personnel

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

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

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

IFB No.: *[insert number]*

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

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

|           |                           |
|-----------|---------------------------|
| <b>1.</b> | <b>Title of position*</b> |
|           | <b>Name</b>               |
| <b>2.</b> | <b>Title of position*</b> |
|           | <b>Name</b>               |
| <b>3.</b> | <b>Title of position*</b> |
|           | <b>Name</b>               |
| <b>4.</b> | <b>Title of position*</b> |
|           | <b>Name</b>               |

\*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.]*

|                       |
|-----------------------|
| <b>Name of Bidder</b> |
|-----------------------|

|                                    |   |  |  |                                    |               |                  |                                    |
|------------------------------------|---|--|--|------------------------------------|---------------|------------------|------------------------------------|
| <b>Position</b>                    |   |  |  |                                    |               |                  |                                    |
| <b>Personnel information</b>       | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Name</b></td> <td style="padding: 5px;"><b>Date of birth</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications</b></td> </tr> </table>  | <b>Name</b>                                  | <b>Date of birth</b>                         | <b>Professional qualifications</b> |               |                  |                                    |
|                                    | <b>Name</b>   | <b>Date of birth</b>                         |  |                                    |               |                  |                                    |
| <b>Professional qualifications</b> |   |  |  |                                    |               |                  |                                    |
| <b>Present employment</b>          | <b>Name of employer</b>   |  |  |                                    |               |                  |                                    |
|                                    | <b>Address of employer</b>  |  |  |                                    |               |                  |                                    |
|                                    | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"><b>Telephone</b></td> <td style="padding: 5px;"><b>Contact (manager / personnel officer)</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax</b></td> <td style="padding: 5px;"><b>E-mail</b></td> </tr> <tr> <td style="padding: 5px;"><b>Job title</b></td> <td style="padding: 5px;"><b>Years with present employer</b></td> </tr> </table> | <b>Telephone</b>                             | <b>Contact (manager / personnel officer)</b> | <b>Fax</b>                         | <b>E-mail</b> | <b>Job title</b> | <b>Years with present employer</b> |
|                                    | <b>Telephone</b>  | <b>Contact (manager / personnel officer)</b> |  |                                    |               |                  |                                    |
|                                    | <b>Fax</b>  | <b>E-mail</b>                                |  |                                    |               |                  |                                    |
| <b>Job title</b>                   | <b>Years with present employer</b>  |  |  |                                    |               |                  |                                    |
|                                    |   |  |  |                                    |               |                  |                                    |
|                                    |   |  |  |                                    |               |                  |                                    |

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

| <b>From</b> | <b>To</b> | <b>Company / Project / Position / Relevant technical and management experience</b> |
|-------------|-----------|--|
|             |           |  |
|             |           |  |
|             |           |  |
|             |           |  |
|             |           |  |
|             |           |  |
|             |           |  |
|             |           |  |

**Form EQU: Equipment**

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

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

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

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

Omit the following information for equipment owned by the Bidder.

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

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

*Not Applicable*

## Form SPA: Spare Parts

| <b>Required items of Spare Parts</b> | <b>Proposed items of Spare Parts</b> |
|--------------------------------------|--------------------------------------|
| Not Applicable                       |                                      |
|                                      |                                      |
|                                      |                                      |

## 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 – Sewage Treatment Plants                |
| Form EXP – 2.4.2 (b): | Specific Construction Experience - Main Sewers                            |
| Form EXP – 2.4.2 (c): | Specific Construction Experience - Sheet Piling                           |
| Form EXP – 2.4.2 (d): | Specific Construction Experience - RCC Precast Manholes                   |
| Form EXP – 2.4.2.(e): | Specific Construction Experience - Operation and Maintenance (O&M) of STP |

## 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<br>Name: <i>[insert full name]</i><br>Address: <i>[inset street/number/town or city/country]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i><br>Email Address: <i>[insert E-mail address]</i>  |
| 7. Attached are copies of original documents of:<br><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.<br><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<br>Name: <i>[insert full name]</i><br>Address: <i>[insert street/number/town or city/country]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i><br>E-mail address: <i>[insert E-mail address]</i> |
| 7. Attached are copies of original documents of<br><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 <sup>st</sup> January <i>[insert year]</i> , 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 <sup>st</sup> January <i>[insert year]</i> , in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below: |                                       |  |   |
| Year  | Non- performed portion of Contract    | Contract Identification  | Total Contract Amount (current value, currency, exchange rate and USD equivalent) |
| <i>[insert year]</i>  | <i>[insert amount and percentage]</i> | <ul style="list-style-type: none"> <li>Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i></li> <li>Name of Employer: <i>[insert full name]</i></li> <li>Address of Employer: <i>[insert street/city/country]</i></li> <li>Reason(s) for nonperformance: <i>[indicate main reason(s)]</i></li> </ul> | <i>[insert amount]</i>  |

If any bidder deliberately conceals or suppress any information, or provides any false information which may affect the results of bid evaluation, then the bid of such bidder shall be liable for rejection.

## 2. Pending Litigation

| <b>Pending Litigation</b>  |                                     |   |   |  |
|--|-------------------------------------|---|---|--|
| <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: |                                     |   |   |  |
| <b>Year of dispute</b>   | <b>Amount in dispute (currency)</b> | <b>Outcome as Percentage of Net Worth</b> | <b>Contract Identification</b>  | <b>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</b> |
| <i>[insert year]</i>   | <i>[insert amount]</i>              | <i>[insert percentage]</i>                | <ul style="list-style-type: none"> <li>• Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i></li> <li>• Name of Employer: <i>[insert full name]</i></li> <li>• Address of Employer: <i>[insert street/city/country]</i></li> <li>• Matter in dispute: <i>[indicate main issues in dispute]</i></li> <li>• Status of dispute: <i>[indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></li> </ul> | <i>[insert amount]</i>   |

If any bidder deliberately conceals or suppress any information, or provides any false information which may affect the results of bid evaluation, then the bid of such bidder shall be liable for rejection.

### 3. Litigation History

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

If any bidder deliberately conceals or suppress any information, or provides any false information which may affect the results of bid evaluation, then the bid of such bidder shall be liable for rejection.

## 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<br>in<br>(currency)                       | Historic information for previous <i>[insert number]</i> years<br>(amount, currency, exchange rate, USD equivalent) |        |        |       |        |
|---|---|--------|--------|-------|--------|
|   | Year 1  | Year 2 | Year 3 | Year4 | Year 5 |
| <b>Statement of Financial Position (Information from Balance Sheet)</b> |   |        |        |       |        |
| Total Assets (TA)   |   |        |        |       |        |
| Total Liabilities (TL)  |   |        |        |       |        |
| Net Worth (NW)  |   |        |        |       |        |
| Current Assets (CA)   |   |        |        |       |        |
| Current Liabilities (CL)  |   |        |        |       |        |
| <b>Information from Income Statement</b>                                |   |        |        |       |        |
| 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 statements<sup>1</sup> for the [*number of years*] years required above; and complying with the requirements.

---

<sup>1</sup>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

| <b>Annual Turnover Data (Construction only)</b> |  |  |  |
|---|--|--|--|
| <b>Year</b>                                     | <b>Amount and Currency</b>                   | <b>Exchange rate</b>                     | <b>USD equivalent</b>                    |
| <i>[indicate year]</i>                          | <i>[insert amount and indicate currency]</i> | <i>[insert applicable exchange rate]</i> | <i>[insert amount in USD equivalent]</i> |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
| <b>Average Annual Construction Turnover *</b>   |  |  |  |

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

## Form FIN - 3: Financial Performance

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

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

### To Whomsoever It May Concern

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

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

## Form FIR - 1: Financial Resources

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

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

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

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

## Form FIR - 2: Current Contract Commitments

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

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

[Bidders and each member of a JV should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Clause 2.2 (Following Prequalification), or Sub-Factor 2.3.3 (Without Prequalification), as appropriate.]

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

## Form EXP –2.4.1: General Experience

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

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

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

| General Experience |                 |  |  |
|--------------------|-----------------|--|--|
| Starting Year      | Ending Year     | Contract Identification  | Role of Bidder   |
| [indicate year]    | [indicate year] | <ul style="list-style-type: none"> <li>• Contract name: [insert full name]</li> <li>• Brief description of the works performed by the Bidder: [describe works performed briefly]</li> <li>• Amount of Contract: [insert amount, currency, exchange rate and USD equivalent]</li> <li>• Name of Employer: [indicate full name]</li> <li>• Address: [indicate street/number/town or city/country]</li> </ul> | [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.<br><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  |  |  |
| Total Contract Amount   | <i>[insert Contract amount(s) and currency(ies)]</i>                             | USD <i>[insert exchange rate and total Contract amount in USD equivalent]</i>  |
| If member in a JV, specify participation in total Contract amount                               | <i>[insert percentage of participation]</i>                                      | <i>[insert amount(s) and currency(ies) of participation]</i> USD <i>[insert exchange rate and amount of participation in USD equivalent]</i> |
| Employer's Name   | <i>[insert full name]</i>  |  |
| Address   | <i>[indicate street/number/town or city/country]</i>                             |  |
| Telephone/fax number  | <i>[insert telephone/fax numbers, including country and city area codes]</i>     |  |
| E-mail  | <i>[insert E-mail address, if available]</i>                                     |  |

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

## Form EXP –2.4.2(b): Specific Experience

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

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

*Fill out one (1) form per Contract*

| Similar Contract No.<br><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  |  |  |
| Total Contract Amount   | <i>[insert Contract amount(s) and currency(ies)]</i>                             | USD <i>[insert exchange rate and total Contract amount in USD equivalent]</i>  |
| If member in a JV, specify participation in total Contract amount                               | <i>[insert percentage of participation]</i>                                      | <i>[insert amount(s) and currency(ies) of participation]</i> USD <i>[insert exchange rate and amount of participation in USD equivalent]</i> |
| Employer's Name   | <i>[insert full name]</i>  |  |
| Address   | <i>[indicate street/number/town or city/country]</i>                             |  |
| Telephone/fax number  | <i>[insert telephone/fax numbers, including country and city area codes]</i>     |  |
| E-mail  | <i>[insert E-mail address, if available]</i>                                     |  |

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

## Form EXP –2.4.2(c): Specific Experience

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

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

*Fill out one (1) form per Contract*

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

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

## Form EXP –2.4.2(d): Specific Experience

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

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

*Fill out one (1) form per Contract*

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

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

## Form EXP –2.4.2(e): Specific Experience

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

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

*Fill out one (1) form per Contract*

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

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

## Form EXP –2.4.2(f): 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.<br>[insert number] of [insert number<br>of similar Contracts required] | Information   |  |
|---|---|--|
| Contract Identification   | [insert Contract name and reference identification number, if applicable]                                       |  |
| Award date  | [insert day, month, year, e.g., 15 June, 2016]  |  |
| Completion date   | [insert day, month, year, e.g., 03 October, 2018]   |  |
| Role in Contract  |   |  |
| Total Contract Amount   | [insert Contract amount(s)<br>and currency(ies)]  | USD [insert exchange rate<br>and total Contract amount in<br>USD equivalent]   |
| If member in a JV, specify<br>participation in total Contract<br>amount                     | [insert<br>percentage of<br>participation]<br>[insert<br>amount(s) and<br>currency(ies)<br>of<br>participation] | USD [insert exchange rate and<br>amount of participation in<br>USD equivalent] |
| Employer's Name   | [insert full name]  |  |
| Address   | [indicate street/number/town or city/country]   |  |
| Telephone/fax number  | [insert telephone/fax numbers, including country and<br>city area codes]  |  |
| E-mail  | [insert E-mail address, if available]   |  |

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

## Form 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

16<sup>th</sup> Floor, Hindustan Times Building, Kasturba Gandhi Marg  
New Delhi 110 001

Tel: +91-11-4909-7000

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

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

\_\_\_\_\_  
**Authorized Signatory**  
[Insert name of signatory; title]

**For and on behalf of** [Insert name of the Bidder]  
Date:

## Form of Bid Security (Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

**Beneficiary:** [*Employer to insert its name and address*]

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

**Date:** [*insert date of issue*]

**BID GUARANTEE No.:** [*insert guarantee reference number*]

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

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458<sup>2</sup>.

---

*[signature(s)]*

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

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<sup>2</sup>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**

**Section VI. Employer Requirements (ER)**  
**(Attached Separately as Volume-2)**

**PART 3 – CONDITIONS OF  
CONTRACT AND CONTRACT FORMS**

## **Section VII. General Conditions (GC)**

## Section VII. General Conditions (GC)

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

**Name of the Contract: :Sewerage Facilities to 110 Villages: Design, Engineering, Construction and Commissioning of Sewage Treatment Plants and Intermediate Sewage Pumping Stations with Operation & Maintenance thereof for Seven Years [Works–A] and Procurement and Construction of Main Sewers including Manholes in Dasarahalli and R R Nagar Zones (V Valley Catchment) [Works–B]**

2. The Conditions of Contract comprise two parts, this Section VII - General Conditions of Contract (GC) and the following Section VIII- Particular Conditions of Contract.

3. The GC for [Works-A] part of the contract shall be:

The **Conditions of Contract for Design, Build and Operate Projects (First Edition 2008), (FIDIC Gold Book)** prepared by the Fédération Internationale des Ingénieurs-Conseils. A copy of these General Conditions is not attached to these bidding documents / contract and the General Conditions of Contract are available at <http://fidic.org/bookshop>

4. The GC for [Works-B] part of the contract shall be:

The **Conditions of Contract for Construction [Multilateral Development Bank Harmonised Edition, June 2010] (FIDIC Pink Book)** prepared by the Fédération Internationale des Ingénieurs-Conseils. A copy of these General Conditions is not attached to these bidding documents / contract and the General Conditions of Contract are available at <http://fidic.org/bookshop>



## Section VIII. Particular Conditions

### Notes on Particular Conditions

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

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

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

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

## Section VIII - Particular Conditions of Contract [Works-A]

The following Particular Conditions of Contract (PC) shall supplement the GC. Whenever there is a conflict the provisions herein shall prevail over those in the GC.

### Part A – Contract Data [Operative on Works-A]

| Sub-Clause | Data to be given                                       | Data  |
|------------|--|---|
| 1.1.24     | Cost plus Profit                                       | Cost + 5% (including profit, overhead and statutory deductions etc)   |
| 1.1.26     | Cut Off Date   | As per Sub-Clause 15.2 (h)  |
| 1.1.32     | Employer's Name and Address                            | Bangalore Water Supply and Sewerage Board<br>Represented by :<br>The Chief Engineer (K)<br>5th Floor, Room No 501<br>Cauvery Bhavan, K.G. Road<br>Bangaluru 560 009<br>Tel:+91-80-2294-5103<br>Email: cecd@bwssb.org  |
| 1.1.35     | Employer's Representative                              | Executive Engineer,<br>Kaveri Division,<br>Bangalore Water Supply and Sewerage Board,<br>Bangalore, Karnataka,<br>India<br><br>Assisted by:<br>Team Leader<br>Project Management Consultants<br>9 <sup>th</sup> Floor, Cauvery Bhavan, K.G Road, Bangalore –<br>560009, Tel: +91-80-2970-1327<br>E-mai:tl@ontbbwssp.com |
| 1.1.70     | Section  | Section does not apply for this contract. The whole of the Work shall be completed within the Time for Completion of Works.   |
| 1.3        | Address of Employer's Representative for communication | Executive Engineer,<br>Kaveri Division,<br>Bangalore Water Supply and Sewerage Board,<br>Bangalore<br>Karnataka, India  |
| 1.3        | Address of Contractor for Communication                | <i>To be determined later</i>   |
| 1.3 (c)    | Agreed Systems of Electronic Transmission              | E-mail will be an acceptable form of electronic transmission system, provided a signed hard copy of the entire contents of the E-mail, including any  |

| Sub-Clause | Data to be given   | Data  |
|------------|--|---|
|            |  | attachments, is received within seven (7) days of the transmission of the e-mail.   |
| 1.4        | Contract shall be governed by the law of   | Republic of India   |
| 1.4        | Ruling Language  | English   |
| 1.4        | Language for Communication   | English   |
| 2.1        | After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within: | Within 14 days from the commencement date   |
| 4.2        | Performance Security (as percentages of Accepted Contract Amount in currencies)  | <p>The Performance Security shall be furnished in two instalments.</p> <p>The first instalment shall be furnished within 28 days of the receipt of notification of award, in the amount (s) of Ten (10) percent of the Accepted Contract Amount for the Design-Build component excluding the Provisional Sums.</p> <p>The second instalment shall be furnished within 28 days from the commencement of commissioning period in the amount (s) of Ten (10) percent of the Accepted Contract Amount for the Operation Service period.</p> <p>The Performance Security shall be denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer. The Performance Security shall be in the form of an unconditional guarantee from any reputable bank, which may include Scheduled Banks in India, and if the Bank issuing the Performance Security is located outside India, it shall have a correspondent financial institution, which may include Scheduled Banks, in the territory of India to make it enforceable.</p> |
| 4.2        | Reductions in Performance Security from the end of Retention Period:   | <p>40% of Performance Security for the Design-Build component shall be returned at the end of the Retention Period;</p> <p>40% of the Performance Security for the Design-Build component shall be returned following 5 years of continuous and satisfactory performance of the Operation Service in accordance with the Contract, as certified by the Audit Body; and</p> <p>The balance Performance Security shall be returned on issue of Contract Completion Certificate.</p>   |
| 4.19       | Electricity and Water  | Water may be provided at the rate of Rs. 60/ kl and energy charge as per BESCOM norms.  |

| Sub-Clause | Data to be given   | Data   |
|------------|--|--|
| 5.1        | Period for notification of errors, faults and other defects        | 60 days from the Commencement Date   |
| 5.2        | Contractor's documents requiring approval                          | This may be referred to the Employer's requirement.  |
| 6.5        | Normal working hours on the Site during Design-Build Period        | All days of the week as deemed fit by the Contractor. The normal working hours will be from 08.00am to 06.00 pm. The Contractor need to take permission from Employer for working in late hours or holidays as per the Statutory requirement.  |
| 6.5        | Normal working hours on the site during Operation Service Period   | As required to fulfil the contractual obligations - Operation and Maintenance shall be carried out 24 hours a day, 7 days a week, for all days of the year including national holidays   |
| 8.2        | Period of the Operation Service                                    | 2555 days from the Commissioning Date. In the case of staged commissioning, the specified Operation Service Period shall be measured from the final Commissioning Date.  |
| 9.2        | Time for Completion of Design-Build                                | "Design Build" – 30 Months (27 months of construction work and 3 months of trial run and commissioning period) from the Commencement Date as specified   |
| 9.2        | Time for Completion of each Section                                | NA   |
| 9.6        | Delay damages  | 0.1 % of the Accepted Contract Amount for the Design-Build Period for every day of delay.payable for the intermittent milestone works as indicated in Section VI – Works Requirements, Project Information, Clause 1.7 "Project Intermittent Milestone". However that the delay damages will be applicable only for percentage of the remaining works. |
| 9.6        | Maximum amount of delay damages                                    | 10% of Accepted Contract Amount for the Design-Build Period.   |
| 10.6(a)    | Maximum compensation payable by the Contractor.                    | 10% of the Accepted Contract Amount for Operation Service.   |
| 10.6(b)    | Maximum compensation payable by the Employer.                      | 10% of the Accepted Contract Amount for Operation Service.   |
| 10.7       | Performance Damages  | As specified in Schedule of Guarantees.  |
| 10.7       | Minimum production outputs required                                | As per Employers requirement   |
| 10.7 (b)   | Rights of the Employer if failure continues for more than 84 days. | As per Sub-Clause 10.7 (b) (i) and (ii) only   |
| 13.5       | Percentage rate to be applied to Provisional Sums                  | 10%  |

| Sub-Clause   | Data to be given                | Data  |  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
|--------------|---------------------------------|---|--|-----------------------------|-----------------------|--|-----|--------------------|----|----|-----|--------|-------|--|-----|--------|-------|--|-----|-------|-------|--|-----|------|------|--|--|--|-------|-----|--------------|-----------------------------|-----------------------|--|-----|--------------------|-------|--|-----|--------|-------|--|--|--|-------|-----|
| 13.8         | Adjustments for Changes in Cost | <p>The following coefficient shall be applicable:<br/>Design Build part of Contract:</p> <table border="1" data-bbox="821 306 1471 884"> <thead> <tr> <th data-bbox="821 306 951 478">Co-efficient</th> <th data-bbox="951 306 1117 478">Description of Co-efficient</th> <th data-bbox="1117 306 1289 478">% range of Weightings</th> <th data-bbox="1289 306 1471 478">Weightings %<br/>"Bidders to Specify Below"</th> </tr> </thead> <tbody> <tr> <td data-bbox="821 478 951 583">(a)</td> <td data-bbox="951 478 1117 583">Fixed Co-efficient</td> <td data-bbox="1117 478 1289 583">15</td> <td data-bbox="1289 478 1471 583">15</td> </tr> <tr> <td data-bbox="821 583 951 653">(b)</td> <td data-bbox="951 583 1117 653">Labour</td> <td data-bbox="1117 583 1289 653">10-15</td> <td data-bbox="1289 583 1471 653"></td> </tr> <tr> <td data-bbox="821 653 951 722">(c)</td> <td data-bbox="951 653 1117 722">Cement</td> <td data-bbox="1117 653 1289 722">35-45</td> <td data-bbox="1289 653 1471 722"></td> </tr> <tr> <td data-bbox="821 722 951 772">(d)</td> <td data-bbox="951 722 1117 772">Steel</td> <td data-bbox="1117 722 1289 772">20-30</td> <td data-bbox="1289 722 1471 772"></td> </tr> <tr> <td data-bbox="821 772 951 842">(e)</td> <td data-bbox="951 772 1117 842">Fuel</td> <td data-bbox="1117 772 1289 842">5-10</td> <td data-bbox="1289 772 1471 842"></td> </tr> <tr> <td data-bbox="821 842 951 884"></td> <td data-bbox="951 842 1117 884"></td> <td data-bbox="1117 842 1289 884">Total</td> <td data-bbox="1289 842 1471 884">100</td> </tr> </tbody> </table> <p>O&amp;M part of Contract:</p> <table border="1" data-bbox="821 993 1471 1381"> <thead> <tr> <th data-bbox="821 993 951 1199">Co-Efficient</th> <th data-bbox="951 993 1117 1199">Description of Co-efficient</th> <th data-bbox="1117 993 1289 1199">% range of Weightings</th> <th data-bbox="1289 993 1471 1199">Weightings %<br/>"Bidders to Specify Below"</th> </tr> </thead> <tbody> <tr> <td data-bbox="821 1199 951 1276">(a)</td> <td data-bbox="951 1199 1117 1276">Fixed Co-efficient</td> <td data-bbox="1117 1199 1289 1276">20-25</td> <td data-bbox="1289 1199 1471 1276"></td> </tr> <tr> <td data-bbox="821 1276 951 1346">(b)</td> <td data-bbox="951 1276 1117 1346">Labour</td> <td data-bbox="1117 1276 1289 1346">80-75</td> <td data-bbox="1289 1276 1471 1346"></td> </tr> <tr> <td data-bbox="821 1346 951 1381"></td> <td data-bbox="951 1346 1117 1381"></td> <td data-bbox="1117 1346 1289 1381">Total</td> <td data-bbox="1289 1346 1471 1381">100</td> </tr> </tbody> </table> | Co-efficient                               | Description of Co-efficient | % range of Weightings | Weightings %<br>"Bidders to Specify Below" | (a) | Fixed Co-efficient | 15 | 15 | (b) | Labour | 10-15 |  | (c) | Cement | 35-45 |  | (d) | Steel | 20-30 |  | (e) | Fuel | 5-10 |  |  |  | Total | 100 | Co-Efficient | Description of Co-efficient | % range of Weightings | Weightings %<br>"Bidders to Specify Below" | (a) | Fixed Co-efficient | 20-25 |  | (b) | Labour | 80-75 |  |  |  | Total | 100 |
| Co-efficient | Description of Co-efficient     | % range of Weightings   | Weightings %<br>"Bidders to Specify Below" |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
| (a)          | Fixed Co-efficient              | 15  | 15   |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
| (b)          | Labour                          | 10-15   |  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
| (c)          | Cement                          | 35-45   |  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
| (d)          | Steel                           | 20-30   |  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
| (e)          | Fuel                            | 5-10  |  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
|              |                                 | Total   | 100  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
| Co-Efficient | Description of Co-efficient     | % range of Weightings   | Weightings %<br>"Bidders to Specify Below" |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
| (a)          | Fixed Co-efficient              | 20-25   |  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
| (b)          | Labour                          | 80-75   |  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
|              |                                 | Total   | 100  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |
| 13.8         | Source of Indices               | <p>The following sources for cost indices shall be applicable:<br/><b>Cost of Index for Labour:</b><br/>Consumer price index for industrial workers for Bangalore centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India.<br/><b>Cost of Index for Cement:</b> Wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi,</p>  |  |                             |                       |  |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |     |      |      |  |  |  |       |     |              |                             |                       |  |     |                    |       |  |     |        |       |  |  |  |       |     |

| Sub-Clause  | Data to be given  | Data   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
|---|---|--|---|--|--|------------------------------------|-------------|----|------------------------------------|-------------|----|-----------------|-------|-------|-----------------|-------|--------|-----------------|-------|--------|------------------|-------|--------|------------------|-------|--------|------------------|-------|--------|------------------|-------|--------|------------------|-------|--------|------------------|-------|--------|------------------|-------|--------|------------------|-------|--------|------------------|-------|------|
|   |   | <p><b>Cost of Index for Steel:</b> wholesale price index for steel (M.S. semi finished steel) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.</p> <p><b>Cost of Index for Fuel:</b> Official retail price of High Speed Diesel at the IOC/HPCL/BPL at Bengaluru.</p>  |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 14.2  | Amount of Advance Payment (percent of Accepted Contract Amount) | <p>1) Total 10% of the Accepted Contract Amount for Design-Build component excluding Provisional Sums.</p> <p>2) Number of instalments: Two (2), each of 50% of total advance amount.</p>  |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 14.2  | Percentage deductions for repayment of Advance Payment          | <p>Each installment of the mobilization advance shall be repaid to the Employer in 12 (twelve) equal monthly payments as per the schedule given below:</p> <table border="1"> <thead> <tr> <th>Interim Payment for the Work done as per the Interim Payment Certificate After Payment of Advance</th> <th>Deduction from Interim Payment (Percent of Advance Amount)</th> <th>Cumulative recovery of advance (Percent of Advance Amount)</th> </tr> </thead> <tbody> <tr> <td>1<sup>st</sup> to 6<sup>th</sup></td> <td>No recovery</td> <td>0%</td> </tr> <tr> <td>1<sup>st</sup> to 6<sup>th</sup></td> <td>No recovery</td> <td>0%</td> </tr> <tr> <td>7<sup>th</sup></td> <td>8.33%</td> <td>8.33%</td> </tr> <tr> <td>8<sup>th</sup></td> <td>8.33%</td> <td>16.66%</td> </tr> <tr> <td>9<sup>th</sup></td> <td>8.33%</td> <td>24.99%</td> </tr> <tr> <td>10<sup>th</sup></td> <td>8.33%</td> <td>33.32%</td> </tr> <tr> <td>11<sup>th</sup></td> <td>8.33%</td> <td>41.65%</td> </tr> <tr> <td>12<sup>th</sup></td> <td>8.33%</td> <td>49.98%</td> </tr> <tr> <td>13<sup>th</sup></td> <td>8.33%</td> <td>58.31%</td> </tr> <tr> <td>14<sup>th</sup></td> <td>8.33%</td> <td>66.64%</td> </tr> <tr> <td>15<sup>th</sup></td> <td>8.33%</td> <td>74.97%</td> </tr> <tr> <td>16<sup>th</sup></td> <td>8.33%</td> <td>83.30%</td> </tr> <tr> <td>17<sup>th</sup></td> <td>8.33%</td> <td>91.63%</td> </tr> <tr> <td>18<sup>th</sup></td> <td>8.33%</td> <td>100%</td> </tr> </tbody> </table> | Interim Payment for the Work done as per the Interim Payment Certificate After Payment of Advance | Deduction from Interim Payment (Percent of Advance Amount) | Cumulative recovery of advance (Percent of Advance Amount) | 1 <sup>st</sup> to 6 <sup>th</sup> | No recovery | 0% | 1 <sup>st</sup> to 6 <sup>th</sup> | No recovery | 0% | 7 <sup>th</sup> | 8.33% | 8.33% | 8 <sup>th</sup> | 8.33% | 16.66% | 9 <sup>th</sup> | 8.33% | 24.99% | 10 <sup>th</sup> | 8.33% | 33.32% | 11 <sup>th</sup> | 8.33% | 41.65% | 12 <sup>th</sup> | 8.33% | 49.98% | 13 <sup>th</sup> | 8.33% | 58.31% | 14 <sup>th</sup> | 8.33% | 66.64% | 15 <sup>th</sup> | 8.33% | 74.97% | 16 <sup>th</sup> | 8.33% | 83.30% | 17 <sup>th</sup> | 8.33% | 91.63% | 18 <sup>th</sup> | 8.33% | 100% |
| Interim Payment for the Work done as per the Interim Payment Certificate After Payment of Advance | Deduction from Interim Payment (Percent of Advance Amount)      | Cumulative recovery of advance (Percent of Advance Amount)   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 1 <sup>st</sup> to 6 <sup>th</sup>  | No recovery   | 0%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 1 <sup>st</sup> to 6 <sup>th</sup>  | No recovery   | 0%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 7 <sup>th</sup>   | 8.33%   | 8.33%  |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 8 <sup>th</sup>   | 8.33%   | 16.66%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 9 <sup>th</sup>   | 8.33%   | 24.99%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 10 <sup>th</sup>  | 8.33%   | 33.32%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 11 <sup>th</sup>  | 8.33%   | 41.65%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 12 <sup>th</sup>  | 8.33%   | 49.98%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 13 <sup>th</sup>  | 8.33%   | 58.31%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 14 <sup>th</sup>  | 8.33%   | 66.64%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 15 <sup>th</sup>  | 8.33%   | 74.97%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 16 <sup>th</sup>  | 8.33%   | 83.30%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 17 <sup>th</sup>  | 8.33%   | 91.63%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 18 <sup>th</sup>  | 8.33%   | 100%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 14.3  | Percentage of Retention   | 5%   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 14.3  | Limit of Retention Money  | 5% of Accepted Contract Amount   |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |
| 14.6 (b) (i)  | Plant and Materials   | In accordance to the payment terms provided at Schedule 2 – Schedule of Payments.  |   |  |  |                                    |             |    |                                    |             |    |                 |       |       |                 |       |        |                 |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |        |                  |       |      |

| Sub-Clause      | Data to be given  | Data  |
|-----------------|---|---|
| 14.6(c) (i)     | Plant and Materials for payment when delivered to the Site                | In accordance to the payment terms provided at Schedule 2 – Schedule of Payments.   |
| 14.7            | Minimum Amount of Interim Payment Certificate                             | 2.0% (two percent) of the Accepted Contract Amount for Design Build.<br>No minimum amount of Interim Payment Certificate is applicable for operation service. |
| 14.17           | Currencies for payment of Contract Price                                  | Local currency : INR<br>Foreign Currency : Japanese Yen, US \$, Euro  |
| 14.17 ( a) (ii) | Proportion of Currencies  | Not Applicable  |
| 14.17 (e)       | Rate of Exchange  | As per Sub-Clause 14.17 (e)   |
| 14.17 (b)       | Currencies for Payment of Damages   | Local currency : INR<br>Foreign Currency : Japanese Yen, US \$, Euro  |
| 14.19           | Maximum Amount of Maintenance Retention Fund                              | 5% of the total amount given in the Letter of Acceptance for the Operation Service.   |
| 17.1 (b) (iii)  | Operation of forces of nature allocated to the Contractor.                | None  |
| 17.8            | Total liability of the Contractor shall not exceed                        | 110% of the Accepted Contract Amount  |
| 19.2 (a) (i)    | Deductible Limits   | None  |
| 19.2 (a) (ii)   | Additional sum to be insured  | INR 10 Million  |
| 19.2 (a) (4)    | Additional sum to be insured  | INR 10 Million  |
| 19.2 (a) (5)    | Employer's Risks to be insured if different to Sub-Clause 17.1            | Nil   |
| 19.2 (b)        | Insurance for Contractor Equipment  | INR 100 Million   |
| 19.2 (c)        | Amount of professional liability insurance                                | INR 100 Million   |
| 19.2 (c)        | Period for which professional liability insurance required                | Up to 365 days from the issue of Contract Completion Certificate.   |
| 19.2 (d)        | Amount of insurance required for injury to persons and damage to property | Shall be at least 2% of Accepted Contract Amount subject to a minimum of INR 5 (five) Million for each occurrence with unlimited occurrences.                 |
| 19.3 (a)        | Amount of fire extended cover insurance required                          | Above ground assets: Rs.200 Million<br>Underground assets: Rs.25 Million  |
| 19.3 (d)        | Other insurances required from the Contractor                             | The Contractor shall ensure that the insurances taken out include cover for:  |
| 19.3 (e)        | Other insurances required by law from the Contractor (give details):      | None  |
| 19.3 (e)        | Other optional insurances required from the Contractor                    | None  |
| 20.3            | Date for appointment of DAB   | 28 days after a Party gives a notice to the other Party of its intention to refer the dispute to a DAB.   |

| Sub-Clause       | Data to be given   | Data  |
|------------------|--|---|
| 20.4             | The DAB shall comprise of:   | “Three Members”   |
| 20.8             | Appointing entity (official) for DAB members, if not agreed, shall be: | One of the member to be appointed by Employer, another of the member by the contractor and third member by mutual consent of Employer/Contractor through "ICC/FIDIC / the President of Institute of Engineers India, Bangalore Chapter." In case of International Companies the third Member can be ICC / FIDIC. In case of Local Companies the Third Member may be President of Institute of Engineers India, Bangalore Chapter. |
| 20.8             | Place of Arbitration   | In case of Indian Contractor: Bengluru State of Karnataka, India<br>In case of International Contractor: A Neutral venue will be mutually agreed.   |
| 20.8             | Language of Arbitration  | English   |
| 20.8(a),(b) &(c) | Arbitration:   | The dispute between the Employer and the Contractor, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, (1996) in case of India Contractors. In case of International Contractors the dispute shall be settled under the Rules of Arbitration of the ICC.   |

**Part B -Specific Provisions [Operative on Works-A]**

| Sub-Clause | Section                                    | Specific Provision   |
|------------|--|--|
| 1.1        | Definitions                                | The Particular Conditions of Contract (PCC) Part B - Specific Provisions, is to amend or for additions to the General Conditions of Contract (GCC - Section 7). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.   |
| 1.1.35     | Employers Representative                   | Employers Representative in works A is synonymous to Engineer in Works B   |
| 1.1.66     | Retention Period                           | <i>Replace this sub-clause in its entirety by the following:</i><br>“Retention Period” means the period of one year after the date stated in the commissioning certificate.  |
| 1.1.83     | Year and Month                             | <i>Amend the Definition as:</i><br>“Year means three hundred and sixty five [365] days and “month” means thirty [30] days  |
| 1.1.84     | JICA                                       | <i>Add new Definition as 1.1.84 as follows:</i><br>“JICA” means the Japan International Cooperation Agency , the institution financing the project   |
| 1.1.85     | Price Schedules                            | <i>Add new sub-clause 1.1.85 as follows:</i><br>“Price Schedules” means those schedule’s incorporated in the contract showing the manner in which the contract price broken down into the rates and prices.  |
| 1.1.86     | Schedule of Performance Guarantees         | <i>Add new sub-clause 1.1.86 as follows:</i><br>“Schedule of Performance Guarantees” means the schedule incorporated in the contract detailing the performance standards to be achieved by the Contractor under the Contract.  |
| 1.1.87     | Engineer’s Representative name and Address | <i>Team Leader</i><br><i>ONTB Project Management Consultants</i><br><i>9<sup>th</sup> Floor, Cauvery Bhavan, K.G Road, Bengaluru – 560009</i><br><i>Tel: +91-80-2970-1327</i><br><i>E-mai:tl@ontbbwssp.com</i>   |
| 1.2        | Interpretation                             | <i>Add the following sub-paragraphs, after sub-paragraph (f):</i><br>(g) The word ‘Tender’ or ‘tender’ is synonymous with ‘Bid’ or ‘bid’ and the words ‘Letter of Tender’ are synonymous with ‘Letter of Bid’, and ‘tender documents’ with ‘bidding documents’ and<br>(h) The words “Contractor’s Proposal’ are synonymous with ‘Contractor’s Technical Proposal”. |
| 1.5        | Priority Document                          | <i>Delete the documents (a) to (i) and substitute with the following:</i><br>(a) the Contract Agreement (if completed);<br>(b) the Letter of Acceptance;<br>(c) the Letter of Technical Bid;<br>(d) the Letter of Price Bid;   |

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|      |  | <p>(e) the addenda Nos (addenda nos if any) and Replies to pre bid queries;</p> <p>(f) the Particular Conditions of Contract-Part A;</p> <p>(g) the Particular Conditions of Contract-Part B;</p> <p>(h) the Conditions of Contract – General Conditions;</p> <p>(i) the Employers Requirements &amp; Specifications;</p> <p>(j) the Drawings;</p> <p>(k) the Priced Bill of Quantities;</p> <p>(l) Standard Basic Specifications for Sewerage Works contracts;</p> <p>(m) any other documents issued by the Employer before signing the Contract Agreement and forming the part of the Contract;</p> <p>(n) the completed Schedules and Contractors Proposal; and</p> <p>(o) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans;</p>  |
| 1.9  | Care and Supply of Documents                                     | <p><i>Replace the entire third paragraph with the following:</i></p> <p>“If a Party becomes aware of an error or defect in a document which was prepared for use during execution of Works, the Party shall promptly notice to the other Party of such errors or defect”.</p>  |
| 1.16 | Inspections and Audit by the Employer / Employers Representative | <p><i>Add Sub Clause 1.16 as under:</i></p> <p>The Contractor shall permit the Employer and/or persons appointed by the Employer to inspect the Site and/or the Contractor’s accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Employer if required by the Agency.</p>   |
| 2.4  | Employers Financial Arrangements                                 | <p>Insert This paragraph in Sub-clause 2.4</p> <p>In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Employers Representative, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available.</p> |
| 3.6  | Management Meetings  | <p><i>Insert this Sub-Clause after Sub-Clause 3.5:</i></p> <p>The Employer’s Representative or the Contractor’s Representative may require to attend a management meeting</p>  |

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

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|      |   | <p>The Contractor shall:</p> <p>(a) establish all operational systems for managing environmental impacts;</p> <p>(b) carry out all of the monitoring and mitigation measures required for environmental and</p> <p>(c) allocate the budget required to ensure that such measures are carried out.</p> <p>The Contractor shall submit monthly reports on the implementation and monitoring of such measures to the Employer.</p>   |
| 4.21 | Progress Reports                            | <p><i>Insert following after Sub-Clause (h):</i></p> <p>(i) Monitoring of the obligations in Sub-Clauses 4.18, 6.4, 6.7, 6.12, and 6.13.</p>  |
| 4.26 | On-Site Log Book                            | <p><i>Add new Sub-Clause as follows:</i></p> <p>“The Contractor shall maintain on site a log book, in a form approved by the Employer’s Representative and which shall integrate the fields required in the Employer’s Requirements. It will be used to record the Contractor’s activities on a daily basis, and any instructions from the Employer’s Representative given on site. The Employer’s personnel shall have the right to access to this document at all times, and one copy of each daily record shall be promptly provided by the Contractor to the Employer’s representative.”</p>  |
| 5.6  | Operation and Maintenance Manuals           | <p><i>Amend the Sub-Clause as:</i></p> <p>28 days prior to the commencement of the Commissioning Period for any Section of Works, the Contractor shall supply to the Employer's Representative two copies of all operation and maintenance manuals and commissioning plans in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Plant and the Works. The Contractor shall supply the balance of the required operation and maintenance manuals prior to the issue of the Commissioning Certificate. The Works or any Section shall not be considered to be completed for the purposes of issuing the Commissioning Certificate under Sub-Clause 11.7 [<i>Commissioning Certificate</i>] until the Employer's Representative has received these documents.</p> |
| 6.1  | Engagement of Staff and Labor               | <p><i>Add the following at the end of this Sub-Clause:</i></p> <p>“The Contractor shall, to the extent practicable and reasonable, employ staff and labor with appropriate qualifications and experience from sources within the Country”.</p>  |
| 6.2  | Rates of Wages and Conditions of Employment | <p><i>Add the following at the end of this Sub-Clause:</i></p> <p>“The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force, and the Contractor shall</p>  |

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|      |   | perform such duties in regard to such deductions thereof as may be imposed on him by such laws.”  |
| 6.7  | Health and Safety                       | <i>Insert the following at the end of the Sub-Clause:</i><br>The Contractor shall conduct health and safety programs for workers employed under the project, and shall include information on the risk of sexually transmitted diseases, including HIV/AIDS in such a program.  |
| 6.12 | Foreign Personnel                       | <i>Add Sub-Clause 6.12 as under:</i><br>“The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.”<br>“The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.” |
| 6.13 | Supply of Foodstuffs                    | <i>Add Sub-Clause 6.13 as under:</i><br>The Contractor shall arrange for the provisions of a sufficient supply of suitable food as may be stated in the specification at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.   |
| 6.14 | Supply of Water                         | <i>Add Sub-Clause 6.14 as under:</i><br>The Contractor shall, having regard to local conditions, provide on the site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.  |
| 6.15 | Measures Against Insect & Pest Nuisance | <i>Add Sub-Clause 6.15 as under:</i><br>“The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticides.”  |
| 6.16 | Alcoholic Liquors or Drugs              | <i>Add Sub-Clause 6.16 as under:</i><br>“The Contractor shall not, otherwise than in accordance with Laws of the Country, import, sell, give, barter, or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter, or disposal thereto by Contractor’s Personnel.”  |
| 6.17 | Arms and Ammunition                     | <i>Add Sub-Clause 6.17 as under:</i>  |

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|      |                                 | “The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so.   |
| 6.18 | Festivals and Religious Customs | <i>Add Sub-Clause 6.18 as under:</i><br>“The Contractor shall respect the Country’s recognized festivals, days of rest, and religious or other customs.”  |
| 6.19 | Funeral Arrangement             | <i>Add Sub-Clause 6.19 as under:</i><br>“The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employee who may die while engaged upon the works.  |
| 6.20 | Forced Labour                   | <i>Add Sub-Clause 6.20 as under:</i><br>“The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.”   |
| 6.21 | Child Labour                    | <i>Add Sub-Clause 6.21 as under:</i><br>The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.  |
| 6.22 | Employment Records of Workers   | <i>Add Sub-Clause 6.22 as under:</i><br>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer’s Representative. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor’s Personnel and Equipment].   |
| 6.23 | Worker’s Organizations          | <i>Add Sub-Clause 6.23 as under:</i><br>“In countries where the relevant labour laws recognize workers’ rights to form and to join workers’ organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers’ organizations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor’s Personnel from forming or |

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|      |  | joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organizations are expected to fairly represent the workers in the workforce."  |
| 6.24 | Non-discrimination and equal Opportunity   | <i>Add Sub-Clause 6.24 as under:</i><br>The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.   |
| 6.25 | Additional Clause for respectful workplace | <i>Add the sub-Clause 6.25 as under:</i><br>"The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.<br>The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up-to-date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request." |
| 8.1  | Commencement Date                          | Add the following to this sub-clause:   |

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|     |                                 | <p>Except otherwise specified in the Particular Conditions, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Employers Representative's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:</p> <p>(a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities in the Country;</p> <p>(b) delivery to the Contractor of reasonable evidence of the Employer's Financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements])</p> <p>(c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [ Compliance with Laws ] as required for the commencement of the Works; and</p> <p>(d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.</p> <p>If the said Employers Representative's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].</p> <p>The Contractor shall commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.</p> |
| 8.2 | Operation Service Period        | <p><i>Add the following:</i></p> <p>In the case of sectional completion, the Operate Service shall commence from the date stated in the initial Commissioning Certificate. The Operate Service Period shall continue till 2555 days after the date stated in the Commissioning Certificate of the final section.</p>   |
| 8.3 | Programme                       | <p><i>Add the following sub-paragraph after sub-paragraph(e):</i></p> <p>“(f) the STI, STD and HIV/AIDS alleviation programme in accordance with Sub-Clause 6.7 [Health and Safety]”</p>   |
| 8.6 | Contract Completion Certificate | <p><i>Replace in its entirety the 1st sentence in the 2nd paragraph by the following:</i></p> <p>“The Employer's Representative shall, subject to: Sub-Clause 11.8 [Joint Inspection Prior to Contract Completion], Sub-Clause 10.8 [Completion of Operation Service],</p>   |

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|             |  | Sub-Clause 14.18 [Asset Replacement Fund] and, Sub-clause 4.23 [Contractor's Operations on Site], issue the Contract Completion Certificate to the Contractor, with a copy to the Employer, within 21 days after the last day of the Contract Period.”   |
| 9.1         | Commencement of Design Build                             | <i>Add the following after the last sentence of this Sub-Clause:</i><br>“There shall be no work authorized to proceed on Site until such time the Contractor has affected the insurances defined under Sub-Clause 19.2 [Insurances to be provided by the Contractor during the Design-Build Period] in accordance with the provisions under Sub-Clause 19.1 [General Requirements].” |
| 9.3 (c)     | Extension of Time for Completion of Design Build         | <i>After the words “exceptionally adverse climatic conditions”, add the following:</i><br>“as defined in the Employer’s Requirements”  |
| 10.2        | Commencement of Operation Service                        | <i>Add the following after the second paragraph:</i><br>“The Operation Service shall not commence until such time the Contractor has affected the insurances defined under Sub-Clause 19.3 [Insurances to be provided by the Contractor during the Operation Service Period] in accordance with the provisions under Sub-Clause 19.1 [General Requirements].”                        |
| 10.7        | Failure to reach the production output                   | <i>Replace the opening sentence of this sub clause with the following:</i><br>“In the event that the Contractor fails to achieve any of the performance standards defined in the Schedule of Performance Guarantees, the Parties shall jointly establish the cause of such failure.  |
| 11.1        | Testing of the Works                                     | <i>In the fifth Para last sentence replace the words:</i><br>“Schedule of Guarantees” by “Schedule of Performance Guarantees.  |
| 12.1(a) iii | Completion of Outstanding Work and Remedying the Defects | <i>Add a new para in the Sub-Clause as under:</i><br>(iii) on the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Sub-Clause 4.16.   |
| 13.1        | Right to Vary  | <i>In the second paragraph of this clause, under point no.(iii) make the following correction:</i><br>“Schedule of Guarantee” read as “Schedule of Performance Guarantee”  |
| 13.2        | Value Engineering  | <i>Add the following as sub para (f):</i><br>“(f) Improve the Contractor’s efficiency and thereby assist the Contractor to achieve the Contract milestones or Minimum Service Levels.”   |

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| 13.3 | Variation Procedure             | <i>In the last Para replace the words “reasonable profit” by: “reasonable profit which shall be the percentage profit applicable to the Cost as stated in the Contract Data for Cost Plus Profit under Sub-Clause 1.1.24”</i>  |
| 13.5 | Provisional Sums                | <p>The following text shall be added at the end of Sub-Clause 13.5:</p> <p>“As an exception to the above, the Provisional Sum for the cost of the DAB 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 DAB 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>  |
| 13.8 | Adjustments for changes in Cost | <p><i>Replace G C Sub-Clause 13.8 with the following text:</i></p> <p>The Contract price and rates and prices shall be adjusted for Design Build part of the Contract.</p> <p>This clause is operative both ways, i.e. if the Price Adjustment as calculated is on the plus side, payments on account of the Price Adjustments shall be allowed to the Contractor from the Employer and if it is on the negative side, the Employer shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the Contract.</p> <p>Price Adjustment Formula for Design Build:</p> <p>The amount to be added to or deducted from the Interim Payment Certificates for changes in cost and legislation shall be determined from the formulae. The formulae will be of the following general type:</p> $P_n = a + (b) (L_n/L_o) + (c) (C_n/C_o) + (d) (F_n/F_o) + \text{etc}$ <p>Where:</p> <p>“P<sub>n</sub>” is the adjustment factor to be applied to the payment for Design Build part of the contract.</p> <p>“a” is a fixed coefficient, representing the non-adjustment portion;</p> <p>“b”, “c”, “d”, etc., are coefficients representing the estimated proportion of each cost element (say Labor (L), Chemicals (C), Fuels and lubricants (F), etc.) in the Design and Build part, as specified in Part A - contract Data ;</p> |

|      |                 |  |
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|      |                 | <p>“Ln”, “Cn”, “Fn”, etc., are the current cost indices or reference prices for month “n” to which the particular Interim Payment Certificate is related;<br/> “Lo”, “Co”, “Fo”, etc., are the base cost indices or reference prices corresponding to the above cost elements, on the Base Date as defined in conditions of contract</p> <p>O&amp;M Part of the Contract:</p> <p>The amount to be added to or deducted from the Interim Payment Certificates for changes in cost and legislation shall be determined from the formulae. The formulae will be of the following general type:<br/> <math>P_n = a + (b) (L_n/L_o) +</math></p> <p>Where:<br/> “Pn” is the adjustment factor to be applied to the payment for O&amp;M part of the contract.</p> <p>“a” is a fixed coefficient, representing the non-adjustment portion;<br/> “b” ., is the coefficient representing the estimated proportion of cost element (say Labor (L), in the O&amp;M part, as specified in Part A - Contract Data ;<br/> “Ln”, is the current cost indices or reference prices for month “n” to which the particular Interim Payment Certificate is related;<br/> “Lo” is the base cost indices or reference prices corresponding to the above cost elements, on the Base Date as defined in conditions of contract</p> |
| 14.2 | 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 advance payments shall be used by the Contractor exclusively for mobilization expenses, as per the programme approved by the Employer’s Representative. The total amount of such advance payments, and the number of installments, shall be as stated in the Part A-Contract Data.</p> <p>The Employer’s Representative will issue an Interim Payment Certificate for the first installment after signing of Contract Agreement.</p> <p>The 2<sup>nd</sup> installment of Mobilisation Advance will be released after meeting the below requirements as specified.</p>   |

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|  |  | <ul style="list-style-type: none"> <li>• Mobilized the Project Manager for the Contract.</li> <li>• Established and staffed a functional design office at Bangalore.</li> <li>• Mobilized the survey and subsoil investigation crews to the Site and commenced the surveys and subsoil investigations.</li> <li>• Submitted a list of proposed subcontractors (if any) and their respective agreements for approval by the Employer's Representative.</li> <li>• Submitted the proposed "Submission and Anticipated Approval Program" for construction documents for approval by the Employer's Representative</li> <li>• Submitted the proposed construction programme for approval by the Employer's Representative</li> <li>• Submitted, for approval by the Employer's Representative mobilization/ deployment schedules for: <ul style="list-style-type: none"> <li>• Contractor's key personnel required for managing, executing and supervising the Works,</li> <li>• Contractor's Plant, Machinery and Equipment required for executing the Works; and</li> <li>• Procurement Schedule for major materials and equipment to be incorporated into the Permanent Works,</li> </ul> </li> <li>• Submitted a Cash Flow Forecast for approval by the Employers Representative.</li> <li>• Submitted a list of proposed quarries, suppliers and manufacturers, along with their credentials, for approval by the Engineer.</li> <li>• Submitted details of funds mobilized by himself as per the Cash Flow Forecasts.</li> <li>• Actual deployment of: (i) such Personnel, (ii) Machinery and Equipment, and (iii) placing of orders for major materials and equipment to be incorporated into the Permanent Works, as per the approved deployment schedules.</li> <li>• Established the fully furnished Site office(s).</li> <li>• 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.</li> <li>• Procured initial quantities of structural steel, pipes/plates, cement, steel, shuttering materials, etc., required for executing the civil works in accordance with the approved schedule.</li> </ul> |
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|       |  | <ul style="list-style-type: none"> <li>Established and staffed, with qualified personnel a completely equipped testing laboratory at site for quality control purpose.</li> <li>Commenced construction work at the Site in accordance with the approved construction program.</li> </ul> <p>It is expected that the Contractor will also mobilize sufficient funds, which should normally be not less than the advance provided by the Employer, so that adequate cash flow is maintained at all times during the execution. The Contractor is required to maintain liquidity from its own sources, and the advance from the Employer is only intended to facilitate the Contractor's mobilization and enhance activities at the Site.</p> <p>Each instalment of the Mobilisation advance shall be repaid to the Employer as per the Schedule indicated in Part A – Contract Data.</p> <p>If the advance payments have not been fully repaid prior to issue of the Commissioning Certificate, or prior to termination under Clause 15 [<i>Termination by the Employer</i>] or Clause 16 [<i>Suspension and Termination by Contractor</i>] or Clause 18 [<i>Exceptional Risks</i>] (as the case may be) 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, forfeit the Bank Guarantee given by the Contractor as security for such advance, if the Contractor fails to pay such dues to the Employer within a reasonable time.</p> |
| 14.10 | Payment of Retention Money                         | <p><i>Add the following at the end of the sub-clause</i></p> <p>The second half of the retention money can also be released on issuance of the Commissioning Certificate on production of the Retention Money Security which will be released at the end of the Retention Period.</p>   |
| 14.20 | Payment Procedure                                  | <p>Add the following sub-clause:</p> <p>JICA's disbursement procedure is applied to this Contract for the Local currency portion of the Contract; For the Foreign currency portion JICA's commitment procedure to be followed and the Employer shall bear the bank charges (LC charges).</p>  |
| 15.4  | Payment after Termination for Contractor's Default | <p><i>In sub para (c), Delete the last sentence 'After recovering ..... balance to the Contractor.' And append the text as below in the end of sub para (c):</i></p> <p>Without prejudice to whatever stated in the forgoing sentences, upon termination for Contractor's default the Employer shall recover directly or through forfeiture the following:</p>  |

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

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|-------|--|--|
|       |  | Commencement of Works under Sub-Clause 8.1 [ Commencement of Works   |
| 17.4  | Employer's risks during the Operate Service Period.  | <i>Add new sub-paragraph (c) as follows:</i><br>(c) Employer risks associated with the operation of the facilities:<br>Non- availability of electric power for Operation.  |
| 18.1  | Exceptional Risks                                    | <i>Add additional risks as follows:</i><br>(g) Interruptions in availability of electricity  |
| 20.10 | Disputes Arising during the Operation Service Period | <i>Replace the first paragraph Sub-Clause 20.10 in its entirety with the following:</i><br>"Disputes arising during the operation service period which cannot be resolved between the parties shall be settled by a one-person DAB ("Operation Service DAB"). Such person shall be jointly agreed and appointed by the parties by the date 28 days after one party has given notice to the other Party of its intention to refer a Dispute to the DAB in accordance with this Sub-Clause.<br>Delete the text of third paragraph –"Such person....., (or third or fourth as the case may be) five years terms." -in entirety.<br>Replace the text of penultimate paragraph Sub of this Clause 20.10 in its entirety with the following:<br>The appointment of the Operation Service DAB shall expire 28 days after it has given its decision in writing to the Parties. |

## Section VIII - Particular Conditions of Contract [Works-B]

The following Particular Conditions of Contract (PC) shall supplement the GC. Whenever there is a conflict the provisions herein shall prevail over those in the GC.

### Part A – Contract Data [Operative on Works-B]

| Sub clause no. | Data to be given                           | Data  |
|----------------|--|---|
| 1.1.2.2 & 1.3  | Employer's Name and Address                | <b>The Chief Engineer (K),</b><br>Bangalore Water Supply and Sewerage Board,<br>5 <sup>th</sup> floor, Cauvery Bhavan,<br>K G Road, Bengaluru – 560 009,<br>Karnataka,<br>India   |
| 1.1.2.4 & 1.3  | Engineer's Name and Address                | <b>Executive Engineer,</b><br>Kaveri Division,<br>Bangalore Water Supply and Sewerage Board,<br>Bangalore, Karnataka,<br>India  |
| 1.1.2.11       | Banks Name                                 | <b>Japan International Co-operation Agency (JICA)</b>   |
| 1.1.2.12       | Borrower's Name                            | <b>The President of India</b>   |
| 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<br>ONTB Project Management Consultants<br>9 <sup>th</sup> Floor, Cauvery Bhavan, K.G Road, Bengaluru – 560009<br>Tel: +91-80-2970-1327<br>E-mai:tl@ontbbwssp.com  |
| 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                                    | Section does not apply for this contract. The whole of the Work shall be completed within the Time for Completion of Works.   |
| 1.3            | Electronic transmission systems            | Facsimile transmission will be acceptable form of electronic transmission system.<br>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. |
| 1.4            | Governing Law                              | Law of Republic of India  |

| Sub clause no. | Data to be given                              | Data   |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
|----------------|---|--|---|-----------------------------|-----------------------|---|-----|--------------------|----|----|-----|--------|-------|--|-----|--------|-------|--|-----|-------|-------|--|
| 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 Authorities.             | Variation resulting in an increase of the Accepted Contract Amount shall require approval of Employer.   |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| 4.2            | Performance Security                          | Ten (10) percent of the Accepted Contract Amount for [Works –B] part   |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| 4.19           | Electricity and Water                         | Water may 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 as deemed fit by the Contractor. The normal working hours will be from 08.00am to 06.00 pm. The Contractor need to take permission from Employer for working in late hours or holidays as per the Statutory requirement.  |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| 8.1( c)        | Commencement of Works                         | 14 days after commencement date.   |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| 8.7 & 14.15(b) | Delay Damages for Works                       | 0.1% of the Accepted Contract Amount for [Works –B] part per day. payable for the intermittent milestone works as indicated in Section VI – Works Requirements, Project Information, Clause 1.7 “Project Intermittent Milestone”.<br>However that the delay damages will be applicable only for percentage of the remaining works  |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| 8.7            | Maximum amount of Delay damages               | 10% of the Contract Price for [Works-B]  |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| 13.5(b)        | Percentage for adjustment of Provisional Sums | 10% (Ten 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>Coefficient</th> <th>Description of Co-efficient</th> <th>% range of Weightings</th> <th>Weightings % “Bidders to 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>10-25</td> <td></td> </tr> <tr> <td>(c)</td> <td>Cement</td> <td>10-20</td> <td></td> </tr> <tr> <td>(d)</td> <td>Steel</td> <td>40-60</td> <td></td> </tr> </tbody> </table> | Coefficient                             | Description of Co-efficient | % range of Weightings | Weightings % “Bidders to Specify Below” | (a) | Fixed Co-efficient | 15 | 15 | (b) | Labour | 10-25 |  | (c) | Cement | 10-20 |  | (d) | Steel | 40-60 |  |
| Coefficient    | Description of Co-efficient                   | % range of Weightings  | Weightings % “Bidders to Specify Below” |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| (a)            | Fixed Co-efficient                            | 15   | 15                                      |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| (b)            | Labour  | 10-25  |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| (c)            | Cement  | 10-20  |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |
| (d)            | Steel   | 40-60  |   |                             |                       |   |     |                    |    |    |     |        |       |  |     |        |       |  |     |       |       |  |

| Sub clause no. | Data to be given                       | Data   |      |       |     |
|----------------|--|--|------|-------|-----|
|                |  | (e)  | Fuel | 03-08 |     |
|                |  |  |      | Total | 100 |
| 13.8           | Source of Indices                      | <p><b><u>Cost of Index for Labour:</u></b> Consumer price index for industrial workers for Bangalore centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India.</p> <p><b><u>Cost of Index for Cement:</u></b> Wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p><b><u>Cost of Index for Steel:</u></b> Wholesale price index for steel (M.S.semi finished steel) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p><b><u>Cost of Index for fuel:</u></b> official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL at Bengaluru.</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              | In the currencies and proportions which the Accepted Contract Amount is payable.   |      |       |     |
| 14.2(a)        | Start of re-payment of advance payment | Seventh Interim Payment certificate  |      |       |     |

| Sub clause no. | Data to be given  | Data   |  |  |
|----------------|---|--|--|--|
| 14.2(b)        | Repayment amortization of advance payment   | Interim Payment for the Work Done as per the Interim Payment Certificate After Payment of Advance  | Deduction from Interim Payment (Percent of Advance Amount) | Cumulative Recovery of Advance (Percent of Advance Amount) |
|                |   | 1 <sup>st</sup> to 6 <sup>th</sup>   | No recovery  | 0%   |
|                |   | 7 <sup>th</sup>  | 8.33%  | 8.33%  |
|                |   | 8 <sup>th</sup>  | 8.33%  | 16.66%   |
|                |   | 9 <sup>th</sup>  | 8.33%  | 24.99%   |
|                |   | 10 <sup>th</sup>   | 8.33%  | 33.32%   |
|                |   | 11 <sup>th</sup>   | 8.33%  | 41.65%   |
|                |   | 12 <sup>th</sup>   | 8.33%  | 49.98%   |
|                |   | 13 <sup>th</sup>   | 8.33%  | 58.31%   |
|                |   | 14 <sup>th</sup>   | 8.33%  | 66.64%   |
|                |   | 15 <sup>th</sup>   | 8.33%  | 74.97%   |
|                |   | 16 <sup>th</sup>   | 8.33%  | 83.3%  |
|                |   | 17 <sup>th</sup>   | 8.33%  | 91.63%   |
|                |   | 18 <sup>th</sup>   | 8.33%  | 100%   |
| 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                                    | RCC/DWC Pipes<br>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. |  |  |
| 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  |  |  |
| 18.1           | Period of Submission of :<br>(a) Evidence of Insurance<br>(b) Relevant Insurance Policies | 30 day<br>60 days  |  |  |
| 18.2           | Maximum amount of deduction for insurance of the Employers Risk                           | Nil  |  |  |

| Sub clause no. | Data to be given                        | Data   |
|----------------|---|--|
| 18.3           | Minimum amount of third party insurance | INR 1,000,000 (One Million) per occurrence with the number of occurrences unlimited.   |
| 20             | CLAIMS, DISPUTES AND ARBITRATION        | This Clause of referred <b>Conditions of Contract for Construction [Multilateral Development Bank Harmoised Edition, June 2010] (FIDIC Pink Book)</b> , stands deleted and instead text of Clause no 20 of <b>Conditions of Contract for Design, Build and Operate Projects (First Edition 2008) (FIDIC Gold Book)</b> , as operative on Works –A part is applicable . |
|                |   |  |

**PART B - SPECIFIC PROVISIONS [WORKS –B]**

| <b>Sub-Clause No.</b> | <b>Section</b>               | <b>Specific Provisions</b>  |
|-----------------------|------------------------------|---|
| <b>1.1</b>            | <b>Definitions</b>           | <p><i>Amend the Sub Clause 1.1.1.2 to read as follows:</i></p> <p><b>1.1.1.2 “Contract Agreement”</b> means the contract agreement (if completed) referred to in Sub-Clause 1.6 [<i>Contract Agreement</i>].</p>  |
| <b>1.5</b>            | <b>Priority of Documents</b> | <p><i>Delete the documents listed in (a) to (i) and substitute with the following:</i></p> <ul style="list-style-type: none"> <li>(a) the Contract Agreement (if completed);</li> <li>(b) the Letter of Acceptance;</li> <li>(c) the Letter of Technical Bid;</li> <li>(d) the Letter of Price Bid;</li> <li>(e) the addenda Nos (insert addenda nos if any) and Replies to pre bid queries;</li> <li>(f) the Particular Conditions of Contract-Part A;</li> <li>(g) the Particular Conditions of Contract-Part B;</li> <li>(h) the Conditions of Contract – General Conditions;</li> <li>(i) the Specifications;</li> <li>(j) the Drawings;</li> <li>(k) the Priced Bill of Quantities;</li> <li>(l) Standard Basic Specifications for Sewerage Works contracts;</li> <li>(m) any other documents issued by the Employer before signing the Contract Agreement and forming the part of the Contract;</li> <li>(n) the completed Schedules and Contractors proposal ; and</li> <li>(o) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans;</li> </ul> |
| <b>1.6</b>            | <b>Contract Agreement</b>    | <p><i>Amend the last sentence of Sub clause 1.6 to read as :</i></p> <p>The costs of stamp duties and similar charges imposed by the law shall be borne by the Contractor.</p>  |
| <b>1.7</b>            | <b>Assignment</b>            | <p><i>Add the following words in the end of Sub-clause 1.7</i></p> <p>“Any assignment in terms of sub paragraph (b) above shall be subject to the conditions that the 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 Financial Institution.”</p>  |

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| <b>1.15</b> | <b>Inspections and Audit by the Employer.</b> | <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 / Employers Representative 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>  |
| <b>2.4</b>  | Employers Financial Arrangements              | <p>Insert This paragraph in Sub-clause 2.4</p> <p>In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Employers Representative, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available.</p> |

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| 3.1 | <b>Engineer's Duties and Authority</b> | <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"> <li>(a) determination of extension of time and any additional cost incurred thereby under Sub-clause 8.4,</li> <li>(b) suspending the progress of part or all of the Works under Sub Clause 8.8,</li> <li>(c) instructing or approving a variation under Sub Clause(s) 13.1, 13.3 and 13.6,</li> <li>(d) approving a proposal submitted by the Contractor under sub clause 13.2,</li> <li>(e) issuing instructions in relation to use of Provisional Sums under Sub Clause 13.5,</li> <li>(f) determination of validity of any claims of the Contractor under Sub Clause 20.1.</li> <li>(g) Agreeing or disagreeing an extension of time and/or additional cost under Sub Clause 4.12</li> <li>(h) Specifying the amount payable in each of the applicable currencies under Sub-clause 13.4</li> </ul> |
|     |  | <p>Append the following text and the end of the Sub-clause 3.1</p> <p>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.</p>   |

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| 3.4 | <b>Replacement of the Engineer</b>     | <i>Add the following text in the end of the Sub clause 3.4:</i><br>“The Engineer appointed by the Employer is either, an employee, agent or a representative 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 | <b>Management Meetings</b>             | <i>Append in the end of Clause 3 this Sub-clause 3.6 – Management Meetings:</i><br>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.<br>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 | <b>Contractor’s General Obligation</b> | <i>Replace in the Third paragraph: “as defined by the Bank”. With “as defined by the Loan Agreement between the Bank and the Borrower”.</i><br><br><i>Add the following in the end of Sub-clause 4.1</i><br>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 | <b>Performance Security</b>            | <i>Delete the second paragraph,</i><br>“The Contractor shall deliver the Performance Security .....in another form approved by the Employer.”<br><i>And replace it with the following text :</i><br>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 |

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|                          |   | <p>providing such security to the Employer, the Contractor shall notify the Engineer of so doing.</p> <p>The Performance Security of a Joint Venture shall be in the name of the Joint Venture.</p>  |
| 4.5                      | <b>Assignment of Benefit of Subcontract</b> | <p><i>Delete the last sentence,</i><br/> ‘Unless otherwise stated .....after 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>   |
| 4.10<br><b>Site Data</b> | <b>Site Data</b>                            | <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                     | <b>Electricity, Water and Gas</b>           | <p><i>Rename this Sub-Clause as “<b>Electricity and Water</b>”.</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 indicted in the <b>Contract Data</b>. 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> |

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| <b>6.4</b> | <b>Labour Laws</b>                      | <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 with the minimum wages as stipulated by the Law and State for the manpower they are deploying at site.</p>  |
| <b>6.8</b> | <b>Contractor’s Superintendence</b>     | <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>   |
| <b>7.4</b> | <b>Testing</b>                          | <p><i>Delete the fourth paragraph,</i></p> <p>“The Engineer shall give the Contractor .....to have been made in the Engineer’s presence.”</p>  |
| <b>7.7</b> | <b>Ownership of Plant and Materials</b> | <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> <ul style="list-style-type: none"> <li>(a) when it is delivered to the Site;</li> <li>(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>].</li> </ul> <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> |
| <b>7.8</b> | <b>Royalties</b>                        | <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> <ul style="list-style-type: none"> <li>(a) all materials used in works and as per prevailing rules of Government of Karnataka; and,</li> <li>(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.</li> </ul>   |

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| <b>8.7</b>  | <b>Delay damages</b>                         | <p><i>Append the following in the end of Sub-clause 8.7 – Delay damages</i></p> <p>The 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 – Works Requirements, Project Information, Clause 1.7 “Project Intermittent Milestone”.</p> <p>The amount of delay damages 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 of Works, the same shall be released.</p> <p>The maximum amount of the delay damages shall not be more than the percentage specified under Part A – Contract Data.</p>  |
| <b>10.1</b> | <b>Taking Over of the Works and Sections</b> | <p><i>In the second paragraph change the words ‘14 days’ to ‘14 to 28 days’</i></p>   |
| <b>13.1</b> | <b>Right to Vary</b>                         | <p><i>Modify sub paragraph (d) as ‘omission of any work including those to be carried out by others by mutual consent of all parties involved.’</i></p>   |
| <b>13.2</b> | <b>Value Engineering</b>                     | <p><i>The Sub paragraph (c) of Sub-Clause 13.2 - Value Engineering is deleted</i></p>   |
| <b>13.5</b> | <b>Provisional Sum</b>                       | <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> |

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| 14.2 | <b>Advance Payment</b> | <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"> <li>(i) execution of the Form of Agreement by the parties hereto,</li> <li>(ii) provision by the Contractor of the Performance Security in accordance with Sub-clause 4.2 [<i>Performance Security</i>], and</li> <li>(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.</li> </ul> <p>The mobilization advance payments shall be made in installments as stated in the Part A – 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. 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> |
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|  |  | <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"> <li>(a) Mobilized the Project Manager for the Contract.</li> <li>(b) Established and staffed a completely equipped and functional site office at site</li> <li>(c) Mobilized the survey and subsoil investigation crews to the Site and commenced the surveys and subsoil investigations.</li> <li>(d) Submitted a list of proposed subcontractors and their respective agreements for approval by the Engineer.</li> <li>(e) Submitted proposed "Submission and Anticipated Approval Program" for construction documents for approval by the Engineer.</li> <li>(f) Submitted, for approval by the Engineer, mobilization/ deployment schedules.</li> <li>(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</li> <li>(f) Submitted a list of proposed quarries, suppliers and manufacturers, along with their credentials, for approval by the Engineer's Representative.</li> <li>(g) Submitted details of funds mobilized by himself as per the Cash Flow Forecasts</li> </ul> |
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|      |                | <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 7<sup>th</sup> (seventh) month following the month in which the advance was paid, and will end with a deduction from the Interim Payment for the 18<sup>th</sup> (Eighteenth) month after payment of the advance, as per the schedule indicated in the Part A: <b>Contract Data</b>.</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> |
| 14.7 | <b>Payment</b> | <p><i>Add the following -paragraph in the end of this Sub clause:</i></p> <p>“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.”</p>  |

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| <b>14.8</b>  | <b>Delayed Payment</b>       | <p><i>Delete the entire text of second paragraph Sub-clause 14.8 and replace with the following text:</i></p> <p>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 Part A: <b>Contract Data</b> upon all sums unpaid from the date by which the same should have been paid.</p>   |
| <b>14.15</b> | <b>Currencies of Payment</b> | <p><i>Replace the Entire Sub-clause 14.15 with the following:</i></p> <p>The Contract Price shall be paid in the currency or currencies in which the bid price was expressed in the Letter of Bid. If more than one currency is so named, payments shall be made as follows:</p> <p>(a) payment of the damages specified in GC 8.7, shall be made in the currencies and proportions specified in the Letter of Bid;</p> <p>(b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;</p> <p>(c) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and</p> <p>(d) the applicable rates of exchange shall be those prevailing on the Base Date and determined by the central bank of the Country."</p> |
| <b>14.16</b> | <b>Payment Procedure</b>     | <p><i>The following Sub clause may be added:</i></p> <p>- JICA's disbursement procedure is applied to this Contract for the Local currency portion of the Contract; For the Foreign currency portion JICA's commitment procedure to be followed and the Employer shall bear the bank charges (LC charges).</p>   |

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| <b>15.6</b> | <b>Corrupt or Fraudulent Practices</b>                | <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> |
| <b>16.2</b> | <b>Termination by Contractor</b>                      | <p><i>In sub paragraph (c) of this Sub-clause 16.2 change ‘42 days to ‘56 days’</i></p>   |
| <b>16.4</b> | <b>Payment on Termination</b>                         | <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[Employer’s Entitlement to Termination] or Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:’</p>   |
| <b>17.3</b> | <b>Employer’s Risks</b>                               | <p><i>Sub paragraphs (f) and (g) of this Sub clause are deleted.</i></p>  |
| <b>17.4</b> | <b>Consequences of Employer’s Risks</b>               | <p><i>sub paragraph (b) of this Sub-clause 17.4 is deleted.</i></p>   |
| <b>17.6</b> | <b>Limitation of liability</b>                        | <p><i>Amend the first paragraph of this Sub –clause to read as follows:</i></p> <p>“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.”</p>  |
| <b>18.1</b> | <b>General Requirements for Insurance</b>             | <p><i>Append in the end of sub paragraph (b) of this Sub-clause 18.1 with the following :</i></p> <p>“and Sub clause 18.4 [Insurance for Contractor’s Personnel] and the receipts of current premium paid thereunder ”</p>  |
| <b>18.2</b> | <b>Insurance for Works and Contractor’s Equipment</b> | <p><i>Last paragraph of this Sub-clause 18.2</i></p> <p>“If, more than one year ..... the omission under Sub-Clause 18.1 [General Requirements for Insurances]”</p> <p><i>is deleted.</i></p>   |

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| <b>20</b>   | <b>CLAIMS, DISPUTES AND ARBITRATION</b>                | Note: Clause of referred <b>Conditions of Contract for Construction [Multilateral Development Bank Harmoised Edition, June 2010] (FIDIC Pink Book)</b> , stands deleted and instead text of Clause no 20 of <b>Conditions of Contract for Design, Build and Operate Projects (First Edition 2008)(FIDIC Gold Book)</b> , as operative on Works –A, part, is applicable. And while applying the following pertinent reading amendments in the sub-clauses as indicated below shall be considered |
| <b>20.1</b> | <b>Contractor's claim</b>                              | <i>'the Employer's Representative shall be read as the Engineer'</i><br><i>'Time of Completion of Design Build shall be read as Time of Completion of [Works-B]'</i>  |
| <b>20.2</b> | <b>Employer's Claim</b>                                | <i>'the Employer's Representative shall be read as the Engineer'</i>  |
| <b>20.3</b> | <b>Appointment of Dispute Adjudication Board</b>       | <i>'the Design Build Period shall be read as the [Works-B] Completion Period'</i>   |
| <b>20.6</b> | <b>Obtaining Dispute Adjudication Board's Decision</b> | <i>'the Employer's Representative shall be read as the Engineer'</i>  |
| <b>20.8</b> | <b>Arbitration</b>                                     | <i>'the Employer's Representative shall be read as the Engineer'</i>  |
|             |  | <b>Clause 21 Taxation</b>   |

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| 21.5 | <b>Duties on Contractor's Equipment</b> | <p>Notwithstanding the provisions of Sub-Clause 4.17, 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**

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|--|----|
| Letter of Acceptance .....                   | 1  |
| [Option B: Single-Stage Two-Envelop Bidding] |    |
| Contract Agreement .....                     |    |
| Performance Security .....                   | 7  |
| Advance Payment Security .....               | 9  |
| Retention Money Security .....               | 11 |



**Letter of Acceptance**  
*[Insert letterhead paper of the Employer]*

*[Insert date]*

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

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

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

Authorized Signature:

\_\_\_\_\_  
Name                      and                      Title                      of                      Signatory:

\_\_\_\_\_  
Name    of    Agency:

Attachment: Contract Agreement

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

## Contract Agreement

THIS AGREEMENT made the *[insert day]* day of *[insert month]*, *[insert year]*, between *[insert name of the Employer]* (hereinafter “the Employer”), of the one part, and *[insert name of the Contractor]* (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as Both Works A and Works B *[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 (addenda nos if any) and Replies to pre bid queries;
  - (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 Employers Requirements & Specifications;
  - (j) the Drawings;
  - (k) the Priced Bill of Quantities;
  - (l) Standard Basic Specifications for Sewerage 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 Contractors Proposal; and
  - (o) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to

execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

for and on behalf of the Employer  
in the presence of

for and on behalf the Contractor  
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

## Schedules

### SCH 1 : Schedule of Prices

As per Volume 3

### SCH 2: Schedule of Payment

Payment Schedule shall be regulated as under:

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

| <b>Payment Schedule (Works-A)</b>   |                        |   |               |                    |
|---|------------------------|---|---------------|--------------------|
| <b>Major Work Category</b>  | <b>Type of Payment</b> | <b>Payment Amount (in % of Total Price)</b> | <b>Amount</b> | <b>Cumulative%</b> |
| Design, drawings and Documentation (Schedule 1 )  | LS                     | 100 %                                       |               |                    |
| <b>Mechanical, Electrical and Instrumentation control &amp; Automation Plant, Equipment and Machinery for Incorporation in the Permanent Works (Fabrication, Supply and Transportation) (Schedule 2 )</b> |                        |   |               |                    |
| Plant, Equipment and machinery (Fabrication, Supply and Transportation)   | LS                     | 100%  |               |                    |
| <b>Civil Works, Installation and Testing (schedule 2 )</b>  |                        |   |               |                    |
| <b>Civil Works</b>  |                        |   |               |                    |
| <b>Sewage Retaining Structures</b> after completion of Construction (e.g. Screen Chamber/Grit Chamber/ Parshall flume/ Aeration Basin, Secondary Clarifier etc.)  | P                      | 85%   |               |                    |
| <b>Sewerage Retaining Structures</b> after Hydraulic/Pneumatic Testing  | P                      | 5%  |               |                    |
| <b>Sewerage Retaining Structures</b>  | P                      | 5%  |               |                    |

| <b>Payment Schedule (Works-A)</b>  |                        |   |               |                    |
|--|------------------------|---|---------------|--------------------|
| <b>Major Work Category</b>   | <b>Type of Payment</b> | <b>Payment Amount (in % of Total Price)</b> | <b>Amount</b> | <b>Cumulative%</b> |
| after completing Finishing, protective coating measures etc  |                        |   |               |                    |
| <b>Sewage Retaining Structures</b> after successful completion of testing, trial run, and performance guarantee test   | LS                     | 5%  |               |                    |
| <b>Non-Water/Sewage Retaining Structures</b> , after completion of construction (like Pump House super structure Electrical Panel Room Blower Room, Laboratory roads, drains pathways, stairs etc.). | P                      | 90%   |               |                    |
| Non-Water/Sewage retaining structures after completing finishing, protective coatings etc  | P                      | 5%  |               |                    |
| Non-Water/Sewage Retaining Structures, after successful completion of testing, trial run, and performance guarantee test   | LS                     | 5%  |               |                    |
| <b>Installation, testing, trial run, performance Guarantee Test and commissioning of Mechanical, Electrical, Instrumentation control and Automation Works (schedule 3A and 3B)</b>                   |                        |   |               |                    |
| Supply and Delivery at Site with proper storage (Supply of equipment shall be in-line with approved construction programme)  | P                      | 50%   |               |                    |
| Successful Installation  | P                      | 20%   |               |                    |
| Completion of testing, trial run, and performance guarantee test and commissioning   | LS                     | 20%   |               |                    |
| Certification by the Employer on Successful completion and commissioning   | LS                     | 10%   |               |                    |
| <b>Operation and Maintenance during Seven (7) Years Period (Schedule 6 )</b>   |                        |   |               |                    |
| Monthly O&M Services (On completion of each month's operations and maintenance.) inclusive of man  | P                      | 100%  |               |                    |

### Payment Schedule (Works-A)

| Major Work Category  | Type of Payment | Payment Amount<br>(in % of Total Price) | Cumulative% |
|--|-----------------|---|-------------|
| power, consumables, & preventive maintenance/ replacement. |                 |   |             |

### Payment Schedule (Works-B)

| Major Work Category | Type of Payment | Payment Amount<br>(in % of Total Price) | Cumulative% |
|---------------------|-----------------|---|-------------|
| Item Rate Contract  |                 |   |             |

#### SCH3: Schedule of Adjustment

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

#### SCH 4: Schedule of Guarantee

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

## Performance Security

### (Demand Guarantee)

*[Insert Guarantor letterhead or SWIFT identifier code]*

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

**Date:***[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]**([insert amount in words])*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the *[insert the day]* day of *[insert month]*, *[insert year]*<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date. The Employer should note that in the event of an extension of

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<sup>1</sup> *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.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9.*

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.

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.

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*[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 Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date of the contract]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* (*[insert amount in words]*) is to be made against an advance payment guarantee.

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

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

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

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

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<sup>1</sup> *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 Applicant on its account number[insert number]at[insert name and address of Applicant’s bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the[insert day] day of[insert month], [insert year],<sup>2</sup> 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.]*

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

## Retention Money Security

### Demand Guarantee

*[Insert Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *[Insert date of issue]*

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

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

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

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

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

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Commissioning Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.*

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

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

This guarantee shall expire no later than the *[insert day]* day of *[insert month]*, *[insert year]*<sup>2</sup>, 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.

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*[signature(s)]*

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

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<sup>2</sup> *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."*