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**JICA ASSISTED DELHI WATER SUPPLY IMPROVEMENT PROJECT  
IN CHANDRAWAL WTP COMMAND AREA  
(LOAN NO. ID-P225)**

**NIT NO. 01(2019-20)/EE (Project) W-II**

**VOLUME : II / V**

**BIDDING DOCUMENTS**  
**(Part 3: CONDITIONS OF CONTRACT)**

**TENDER DOCUMENT**

**FOR**

**PACKAGE – 4 (East)**

**Improvement of Water Supply System including  
Operation and maintenance of Transmission & Distribution  
Pipes, Pumping Stations, Service Connections and Consumer  
Meters with DMA formation and NRW Reduction in Chandrawal  
WTP Command Area (East)**

**ON**

**INTERNATIONAL COMPETITIVE BIDDING**

**May 2019**

# **PART 3**

## **CONDITIONS OF CONTRACT & CONTRACT FORMS**

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

The General Conditions governing this Contract shall be Conditions of Contract for Construction MDB Harmonized Edition, prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or FIDIC), FIDIC 2010, all rights reserved, (hereinafter referred to as “Standard GC”). This publication is exclusive for the use of JICA’s Borrowers and their project implementing agencies as provided under the License Agreement dated August 1<sup>st</sup>, 2008, between JICA and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by the parties above and only for the exclusive purpose of preparing this Contract.

The General Conditions of Contract are available on the JICA’s website shown below:  
[http://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/oda\\_op\\_info/guide/te  
nder/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 these General Conditions is not attached to these Bidding Documents.

## **Section VIII : Particular Conditions (PC)**

- 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, consists of any amendments and additions to the General Conditions, specific to the contract.
- Any amendments and additions to the General Conditions, specific to the contract in hand, are introduced in the Particular Conditions (PC), Section VIII.
- It is to be noted that the **PC provisions take precedence over those in the GC** (Sub-clause 1.5).
- Clause numbers in the PC correspond to those in the GC.

### **Part A - Contract Data**

A Column “A-1: Portion of Construction Works (Section 1)” shall be applied only for the portion of the Construction Works under the Contract, a Column “A-2: Portion of Operation and Maintenance Works (Section 2)” shall be applied only for the portion of the Operation and maintenance Works under the Contract, and both column combined means that the paragraphs / sentences are applicable in entire the Contract

Conditions	Sub- Clause	Data	
		A-1: Portion of Construction Works (Section 1)	A-2: Portion of Operation and Maintenance Works (Section 2)
<b>Employer’s name and address</b>	1.1.2.2 & 1.3	The Chief Engineer (Water) Projects Delhi Jal Board, Govt of NCT of Delhi, (DJB) Varunalaya Phase I, Karol Bagh, New Delhi 110005 India Phone: 011-2354-1442	
<b>Engineer’s name and address</b>	1.1.2.4 & 1.3	Executive Engineer (Project) Water-II Address: Room No. 501, Varunalaya Phase:I, Karol Bagh, New Delhi 110005 Telephone: 011-23554573, Facsimile number: 011 -23554573 E-mail address: eepw2.djb@nic.in,	
<b>Bank’s name</b>	1.1.2.11	Japan International Cooperation Agency (JICA)	
<b>Borrower’s name</b>	1.1.2.12	The President of India	
<b>Time for Completion</b>	1.1.3.3	The time for Completions by sections are specified, refer to “Table: Summary of Sections” below.	

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<b>Defects Notification Period</b>	1.1.3.7	One (1) year.	Not Applicable
<b>Sections</b>	1.1.5.6	The sections are specified, refer to “Table: Summary of Sections” below.	
<b>Electronic transmission systems</b>	1.3	E-mail will be an acceptable form of written electric transmission, provided a signed hard copy of the entire contents of E-mail, including any attachments, is received within two (2) days of the transmission of the E-mail.	
<b>Governing Law</b>	1.4	The Law of the Republic of India	
<b>Ruling language</b>	1.4	English	
<b>Language for communications</b>	1.4	English	
<b>Time for access to, and possession of all parts of, the Site</b>	2.1	The date of Commencement Date.	6 months after Commencement Date of the Section 1 or the next date of the Preparatory Period of Operation and Maintenance is completed.
<b>Project Monitoring and Supervision Consultant (PMSC)</b>	3.1	Tokyo Engineering Consultants Co., Ltd., Japan (Lead Consultant) in association with EGIS EAU, France, STUP Consultants Pvt. Ltd, India, Tata Consulting Engineers Limited, India and EGIS India Consulting Engineers Pvt. Limited, India.  Dakha House (3 <sup>rd</sup> Floor), 18/17, WEA Karol Bagh, New Delhi – 110005, Phone: 011 45062091 , 011 45062092	
<b>Engineer’s Duties and Authority</b>	3.1(B) (ii)	Variations resulting in an increase of the Accepted Contract Amount up to 10% shall require approval of the Chief Engineer (Water) Project.	
<b>Performance Security</b>	4.2	The Performance Security will be in the form of a “ Bank Guarantee” in the amount(s) of ten (10)	The Performance Securities will be in the form of a “ Bank Guarantee” in the amount(s) of:

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		Percent of the value of Section 1 works in the Accepted Contract Amount and in the same currency (ies) of the value of Section 1 works in the Accepted Contract Amount.	<p>(a) First Performance Securities of O&amp;M: Ten (10) Percent of the value of Section 2 B) works in the Accepted Contract Amount.</p> <p>(b) Second Performance Securities of O&amp;M: Ten (10) Percent of the value of Section 2 C) works in the Accepted Contract Amount.</p> <p>The Performance Securities shall be delivered, at the time and manner specified in Part B- Specific Provision (SP).</p>
<b>Normal working hours</b>	6.5	Working hours for Section 1 works at the Site shall not be exceeded the limit of working hours in the law of India; constructible at site in between 08:00AM to 6:00PM; Monday to Saturday; excluding gazetted and national holidays. The Contractor shall be responsible to obtain the written consent of the Employer's Representative if he desires to work outside these times during the execution of work till wet run test.	Operation & Maintenance period of Section 2 works shall be carried out 24 hours a day, 7 days a week, for all days of the year including national holidays.
<b>Commencement of Works</b>	8.1(c)	As per GC 8.1 (c).	The date effective access to the site is granted: 6 months after the Commencement Date of the Section 1 or the next date of the Preparatory Period of Operation and Maintenance is completed.
<b>Delay damages for the Works</b>	8.7 & 14.15(b)	As specified in Table 'Summary of Sections' Table below.	As specified in Table 'Summary of Sections' Table below.



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<b>Maximum amount of delay damages</b>	8.7	10 % of value of total Section 1 in the final Contract Price.	10 % of value of total Section 2 in the final Contract Price.
<b>Provisional Sum</b>	13.5 (b) (ii)	a sum for contractor's overhead charges and profit shall be 15% of actual amount spent/paid.	Not applicable
<b>Total advance payment</b>	14.2	10%, of the value of Section 1 in the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable.	No advance payment payable.
<b>Repayment amortization rate of advance payment</b>	14.2(b)	20%	Not Applicable.
<b>Percentage of Retention</b>	14.3(c)	5% of each Interim Payment Certificate of Section 1.	Not Applicable.
<b>Limit of Retention Money</b>	14.3(c)	5% of the value of Section 1 in the Accepted Contract Amount.	Not Applicable.
<b>Minimum Amount of Interim Payment Certificates</b>	14.6	0.35 % of the value of the Section 1 in the Accepted Contract Amount.	None
<b>Maximum total liability of the Contractor to the Employer</b>	17.6	The product of one times the value of the Section 1 in the Accepted Contract Amount.	The product of one times the value of the Section 2 in the Accepted Contract Amount.

<b>Periods for submission of insurance:</b>  a. evidence of insurance.	18.1	Within 14 days from the Commencement Date.	For O&M during Construction phase: 28 days prior to the Preparatory Period completed, and  For O&M during Post-Construction phase: 28 days prior to the Time for Completion of Section 1.
	18.1	Within 28 days from the Commencement Date.	For O&M during Construction phase: 14 days prior to the Preparatory Period completed, and  For O&M during Post-Construction phase: 14 days prior to the Time for Completion of Section 1.
<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	18.2 (d)	INR 100,000 (One Hundred Thousand Indian Rupees)	
<b>Minimum amount of third party insurance</b>	18.3	Amount of third party insurance: not less than INR 2,500,000 per occurrence.	
<b>Date by which the DB shall be appointed</b>	20.2	21 days after the Commencement date.	refer to the Sub-Clause 20.2 in the Part B Specific provision.
<b>The DB shall be comprised of</b>	20.2	Three (3) Members	refer to the Sub-Clause 20.2 in the Part B Specific provision.
<b>Appointment (if not agreed) to be made by</b>	20.3	ICC	Not Applicable

**Table: Summary of Sections**

<b>Section Name/Description (Sub-Clause 1.1.5.6)</b>	<b>Time for Completion (Sub-Clause 1.1.3.3)</b>	<b>Delay Damages (Sub-Clause 8.7)</b>
<b>Section 1.</b> Improvement of Water Supply System by Construction / Rehabilitation / Replacement, Supply, Laying, Installation, Testing, Commissioning of Transmission and Distribution Pipes with Appurtenances, Pumping Stations, UGRs, Service Connections and Consumer Meters, SCADA system, along with DMA formation and Water Losses Reduction of following individual Sections in Chandrawal WTP Command Area (Package 4: East Zone);	Entire Section 1 shall be completed within Forty Eight (48) Months after the Commencement date.	
1.A) Transmission pipes and Appurtenances	Within 24 Months after the Commencement Date.	0.1% per day of the value of this Section 1.A) Works in the Contract Price.
1.B) UGR, BPS and Distribution System - Cluster 1 command area.	Within 36 Months after the Commencement Date.	0.1% per day of the value of this Section 1.B) Works in the Contract Price.
1.C) UGR, BPS and Distribution System - Cluster 2 command area:.	Within 48 Months after the Commencement Date.	0.1% per day of the value of this Section 1.C) Works in the Contract Price.
1.D) SCADA and Instrumentation Works	Within 48 Months after the Commencement Date.	0.1% per day of the value of this Section 1.D) Works in the Contract Price.
<b>Section 2.</b> Operation and Maintenance of existing and newly constructed Works for Transmission and Distribution Pipes with Appurtenances, Pumping Stations, UGRs, Service Connections and Consumer Meters, SCADA system, along with DMA formation and Water Losses Reduction in Chandrawal WTP Command Area (Package 4: East Zone);		
2.A) Preparatory Period of Operation and	6 Months after the	None

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Maintenance	Commencement Date.	
2.B) O&M during Construction Phase.	42 Months after the preparatory period or the date of issuing the Taking-over Certificate of completion of Section 1 works, whichever is later.	No O&M Cost shall be paid to the Agency after 3.5 years, if the delay is attributed to the Agency.
2.C) O&M during Post-Construction Phase.	60 months after the date of issuing the Taking-over Certificate of completion of Section 1 Works.	0.1% per day of the value of this Section 2.C) Works in the Contract Price.

## **Part B : Specific Provisions - Capital Works**

References to Clauses and Sub-Clauses herein refer to the Clauses or Sub-Clauses of the General Conditions or such additional Clauses as may be included in these Particular Conditions. Sub-Clauses of the General Conditions not amended herein shall remain as stated in the General Conditions.

A Column “B-1: Portion of Construction Works (Section 1)” shall be applied only for the portion of the Construction Works under the Contract, a Column “B-2: Portion of Operation and Maintenance Works (Section 2)” shall be applied only for the portion of the Operation and maintenance Works under the Contract, and both column combined means that the paragraphs / sentences are applicable for the entire Contract

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>Sub-Clause 1.1.1.1</b>	<p><i>Add to the end of Sub-Clause 1.1.1.1, the following:</i></p> <p>“For the purpose of defining the activities and obligations for the portion of Construction Works under the Contract, as defined in the following paragraph.</p> <p>“<b>Contract</b>” means that portion of the Contract that relates to the Improvement of Water Supply System by Construction / Rehabilitation / Replacement, Supply, Laying, Installation, Testing, Commissioning of Transmission and Distribution Pipes with Appurtenances, Pumping Stations, UGRs, Service Connections and Consumer Meters, SCADA system, along with DMA formation and water Losses Reduction of following individual Sections in Chandrawal WTP Command Area (East Zone), as the Section 1 in the Table: Summary of Sections.</p> <p>Such definitions are for convenience only and shall not</p>	<p><i>Add to the end of Sub-Clause 1.1.1.1, the following:</i></p> <p>“For the purpose of defining the activities and obligations for the portion of Operation and Maintenance Works under the Contract, as defined in the following paragraph.</p> <p>“<b>Contract</b>” read as “O&amp;M Contract”, means that portion of the Contract that relates to the Operation and Maintenance of existing and newly constructed Works for Transmission and Distribution Pipes with Appurtenances, Pumping Stations, UGRs, Service Connections and Consumer Meters, SCADA system, along with DMA formation and Water Losses Reduction in Chandrawal WTP Command Area (East Zone), as the Section 2 in the Table: Summary of Sections.</p> <p>Such definitions are for convenience only and shall not affect the rights or obligations of the Employer and the Contractor under the Contract.”</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
	affect the rights or obligations of the Employer and the Contractor under the Contract.”	
<b>Sub-Clause 1.1.1.9</b>	<i>No amendment of this Sub-Clause</i>	“Bill of Quantities” shall be read as “Price Schedule O&M”
<b>Sub-Clause 1.1.1.11</b>	<i>Add new Sub-Clause 1.1.1.11 with:</i> <b>“Works Requirements”</b> means the document entitled Works Requirements as Section VI Works Requirements of the Contract including the Specifications and Drawings, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works.	
<b>Sub-Clause 1.1.2.13</b>	<i>Add New Sub-Clause 1.1.2.13 as:</i> <b>“Competent Authority”</b> is any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not of the Government of India or Government of NCT of Delhi or any other sub-division or instrumentality thereof.”	
<b>Sub-Clause 1.1.3.5</b>	<i>Add to the end of Sub-Clause 1.1.3.5, the following:</i> <b>“Taking Over”</b> The Contractor shall carry out the O&M Contract of the Defect Notification Period immediately from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].”	Unless otherwise stated in the B-2: Portion of Operation and Maintenance Works (Section 2) of the Part B Specific Provision, <b>“Taking-Over Certificate”</b> shall be read as “Final Contract Completion Certificate” that means a certificate issued under Sub-Clause 11.12 [Final Contract Completion Certificate].
<b>Sub-Clause 1.1.3.10</b>	<i>No amendment of this Sub-Clause</i>	<i>Add New Sub-Clause 1.1.3.10 as:</i> <b>“Operation and Maintenance Period (O&amp;M Period)”</b> is the time period during which the Contractor shall be fully responsible for operation and maintenance of the Works, from the date notified under Sub-Clause 8.1[Commencement of Works] to the

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		Time for Completion of Section 2 specified in the Contract Data.”
<b>Sub-Clause 1.1.3.11 Final Contract Completion Certificate</b>	<i>No amendment of this Sub-Clause</i>	<i>Add new Sub-Clause 1.1.3.11 with:</i>  “ <b>Final Contract Completion Certificate</b> ” means the certificate issued by the Engineer upon satisfactory completion of the Operation and Maintenance at physically handed over to the Employer, in accordance with Sub-Clause 11.12 [Final Contract Completion Certificate].
<b>Sub-Clause 1.1.5.4</b>	<i>No amendment of this Sub-Clause</i>	<i>Sub-Clause 1.1.5.4 shall read as:</i>  “ <b>Permanent Works</b> ” means the works specified in the Works Requirements for Operation and Maintenance to be executed by the Contractor under the O&M Contract.
<b>Sub-Clause 1.1.5.8</b>	<i>No amendment of this Sub-Clause</i>	<i>Sub-Clause 1.1.5.8 shall read as:</i>  “ <b>Works</b> ” mean the Permanent Works and the Temporary Works, or either of them as appropriate, under the O&M Contract.
<b>Sub-Clause 1.1.6.11</b>	<i>No amendment of this Sub-Clause</i>	<i>Add New Sub-Clause 1.1.6.11 as:</i>  “ <b>Penalty</b> ” means payable by the Contractor to the Employer, for not meeting contract requirements under the O&M Contract, in accordance with the Service Level Agreement and the Works Requirements in the Contract.
<b>Sub-Clause 1.1.6.12</b>	<i>No amendment of this Sub-Clause</i>	<i>Add New Sub-Clause 1.1.6.12 as:</i>  “ <b>Zonal Water Management Centre (ZWMC)</b> ” or “ <b>Local water Management Centre (LWMC)</b> ” means to control

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		operation of the water supply systems by acquired information from the SCADAs for monitoring, controlling, demand forecasting and NRW management, in the service area. The ZWMC forwards the data / information to the Central Water Management Centre (CWMC) at the Chandrawal WTP at all times for the water management of entire Chandrawal WTP command area. The Scope of works and Requirements for the ZWMC/LWMC works are defined in the Section VI Works Requirements.
<b>Sub-Clause 1.2 Interpretation</b>	<i>Add sub-paragraphs (f) to Sub-Clause 1.2, as follows:</i> “(f) Words importing persons or parties shall include firms and corporations and any organization having legal capacity.”	
<b>Sub-Clause 1.5 Priority of Documents</b>	<i>Delete the sequence of priorities and replace with:</i> <ul style="list-style-type: none"> <li>(a) the Contract Agreement and the Appendices,</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 Particular Conditions – Part A,</li> <li>(f) the Particular Conditions – Part B,</li> <li>(g) the General Conditions,</li> <li>(h) the Works Requirements,</li> <li>(i) the Completed Schedules,</li> <li>(j) the Corrigendum and Addendum and reply to Pre-Bid Queries issued, and</li> </ul>	



<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
	<p>(k) the Contractor's Proposal, post Bid-opening correspondence and any other documents forming part of the Contract.</p> <p>If an ambiguity or discrepancy is found in the documents, the Engineer shall determine any necessary clarification or instruction.</p>	
<b>Sub-Clause 1.8 Care and Supply of Documents</b>	<p><i>Add to the end of Sub-Clause 1.8 the following;</i></p> <p>“Failure to issue such notice by the Employer or the Engineer to the Contractor in respect of any error in the Contractor's Documents shall not in any manner relieve the Contractor of its obligation to ensure the correctness and accuracy of the Contractor's Documents, and their compliance with the requirements of the Contract.”</p>	
<b>Sub-Clause 1.15 Inspections and Audit by the Employer</b>	<p><i>Replace Sub-Clause 1.15 with:</i></p> <p>“The Contractor shall establish exclusive local bank account for the Project under direct operation of the Contractor's Representative or person appointed by the Contractor.</p> <p>The Contractor shall permit the Employer and/or persons appointed by the Employer to inspect the Contractor's accounts and records relating to the performance of the Contract.”</p>	
<b>Sub-Clause 1.16 Audit by the Employer</b>	<p><i>No amendment of this Sub-Clause</i></p>	<p><i>Add New Sub-Clause 1.16 as:</i></p> <p><b>“Operation and Maintenance:</b></p> <p>Employer may conduct a technical inspection and audit of the Facilities and perform an analysis of any operation Employer deems necessary. Before any such inspection, the Employer shall give prior written notice of three days to the Contractor. The Contractor shall at the Contractor's sole cost and expense provide all assistance to Employer for completing these inspections. Such audits may cover all or any of the obligations of the Contractor without limitation, as follows:</p> <p>(a) Verification of the system capacity, save for normal wear and tear, during the Operation and Maintenance Period.</p>

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<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		<p>(b) Verification of the performance standards and useful life of the individual assets of the Facilities, save for normal wear and tear, during the Operation and Maintenance Period.</p> <p>(c) Verification of the capacity of the Facilities to meet Contract objectives during the residual life of the Facilities save for normal wear and tear expected during such residual life.</p> <p>(d) Sampling, testing and verification of the supplied and distributed clear water.”</p>
<b>Sub-Clause 2.3 Employer’s Personnel</b>	<p>The Employer's personnel are as follows:</p> <p>i) For signing the Contract:</p> <p>a. The Engineer-in-Charge (Civil Work) -as Principal. Executive Engineer (Project) Water-II Room No. 501, Varunalaya Phase:I, Karol Bagh, New Delhi 110005, and</p> <p>b. The Engineer-in-Charge (E&amp;M Work) Executive Engineer (E&amp;M) WW-II Chandrawal Water Works No.1, Civil Lines, Delhi-110054</p>	
<b>Sub-Clause 2.6 Operating License</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 2.6 as:</i></p> <p>“The Competent Authority shall issue royalty-free license to the Contractor the Operating Licenses or equivalent legal authorization to enable the Contractor to operate and maintain the Facilities during the Operation and Maintenance Period at the end of the preparatory period.</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		<p>The Operating License shall only extend to those parts of the Site which it is required to occupy for the purpose of carrying out the Works and Operation and Maintenance as set out in the Contract. The operating license granted pursuant to this Clause shall not operate nor be deemed to operate as a tenement or a demise of the Site or any part thereof.</p> <p>The Contractor shall not have or be entitled to any estate, right, title or interest in the Site/Facilities.</p> <p>The License will immediately terminate upon termination of this Contract for Whatever reason.”</p>
<b>Sub-Clause 2.7</b> <b>Employer’s right to rectify during Operation and Maintenance</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 2.7 as:</i></p> <p>“The Employer retains the right, at the risk and cost of Contractor, to perform any of the material obligations on default of the Contractor.”</p>
<b>Sub-Clause 2.8</b> <b>Additions / Modifications to the Facilities</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 2.8 as:</i></p> <p>“During Operation and Maintenance Period, any additions or major modifications to the Facility sought by the Employer beyond scope of work over and above those required under this Contract, including but not limited to expansion of the Facility, shall be carried out by the Contractor at the expense of the Employer, in accordance with Sub-Clause 3.3 [instructions from the Engineer].”</p>
<b>Sub-Clause 3.1</b>	<i>Added the following paragraph at the end of Sub-Clause 3.1 with:</i>	

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>Engineer's Duties and Authority</b>	"The Employer has appointed the Project Monitoring and Supervision Consultants (PMSC) and named in the Contract Data, to assist the Engineer for the Contract Supervision of the works in the Contract including review of plans and designs, preparation of variation reports (if required), monitoring work progress (including conducting progress review meeting), assist in supervising and monitoring of the works to ensure quality of all works, verification of invoices, dispute resolution, environmental monitoring."	
<b>Sub-Clause 3.6 Management Meetings</b>	<i>Add new Sub-Clause 3.6 with:</i> "The Engineer or the Contractor'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"	
<b>Sub-Clause 4.1 Contractor's General Obligations</b>	<i>Replace in the third paragraph: "as defined by the Bank" with:</i> "as defined by the Loan Agreement between the Bank and the Borrower".	
	<i>No amendment of this Sub-Clause</i>	<i>Add at the end of Sub-Clause 4.1:</i> "During the Preparatory Period for the operation and maintenance, the Contractor shall be responsible for completing the requirements in accordance with the Works Requirements and for the fulfilment of its obligations under the Conditions of Contract, for ready to execute the Works of the Operation and Maintenance during Construction phase.  During the Operation & Maintenance Period, the Contractor shall undertake the continuous and equitable (24 x 7) Water supply to the customers and stakeholder, through all services relating to operation and maintenance of the project facilities in conformity with the portion of Operation and maintenance as per the Works Requirements and for the fulfilment of its obligations under the

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<p>Conditions of Contract, including followings:</p> <ul style="list-style-type: none"> <li>(a) The Contractor shall ensure that the water supply available in his service area will be exclusively used for the purpose specified under this O&amp;M Contract as permitted under the existing rules and regulations of the Employer.</li> <li>(b) The Contractor shall ensure continuous pressurized water supply to all customers at prescribed service levels in the Works Requirements, including standby operations through tankers in times of emergency.</li> <li>(c) The Contractor shall develop and maintain in a good order and up to date the inventories, maps, GIS based maps, O&amp;M manual and any other technical documents that are needed to operate the project facilities in addition to the preparation of long term asset management.</li> <li>(d) The Contractor shall comply with the Operation Management Requirements as provided for in the Contract and any revisions thereof which are agreed during the Contract Period.</li> <li>(e) The Contractor shall follow the requirements of the sub-Clause 4.26 [Operation &amp; Maintenance Plan and the Operation and Maintenance Manuals] No significant alternation to such arrangements and methods shall be made without the prior approval of the Employer.</li> <li>(f) The Contractor shall plan, manage, co-ordinate and execute the pumping and Zonal Water Management Centre operations and other appurtenant works and its maintenance.</li> <li>(g) The Contractor shall be responsible for the routine as well as any capital (facilities) replacement that may be required either</li> </ul>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		to meet or enhance the Works Requirements.  (h) The Contractor shall be responsible for ensuring that the works remain fit for the purposes for which they are intended.
<b>Clause 4.2 Performance Security</b>	<i>In the second paragraph of the Sub-Clause, to delete a sentence of:</i>  ",or in another form approved by the Employer"	<i>Replace the second paragraph of the Sub-Clause with:</i>  "The Contractor shall deliver the Performance Security of the Section 2 works to the Employer at following Schedule:  (a) First Performance Security of O&M: within 28 days before the end of the Preparatory period,  (b) Second Performance Security of O&M: within 28 days before commencement date of Operation and maintenance during Post-Construction Phase  and shall send a copy to the Engineer. The Performance Security shall be Bank Guarantee issued by any Scheduled Bank of India approved by RBI or any scheduled foreign bank with business in India issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer."
		<i>Delete the sixth paragraph of the Sub-Clause and insert with:</i>  "The Performance Securities of Section 2 shall be returned to the Contractor at following schedules:  (a) First Performance Security of O&M: within 28 days after receiving the Performance Certificate of Section 1 Works, and Second Performance Security received by the Employer.

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		(b) Second Performance Security of O&M: return to the Contractor within 28 days after receiving the Final Contract Completion Certificate.”
<b>Sub-Clause 4.4 Subcontractors</b>	<p><i>Add at the end of Sub-Clause 4.4, the following:</i></p> <p><i>“In the Contract, “Specialist Subcontractor” means a subcontractor whose experience in the key activities was evaluated in the Technical Bid and is stated in the Contract as being a Nominated Subcontractor. During the execution of the work, the Contractor shall not alter the composition without the prior consent of the Engineer.”</i></p>	<p><i>Add to the end of Sub-Clause 4.4, the following:</i></p> <p><b>“Operation and maintenance:</b></p> <p>The Contractor shall not delegate its responsibilities nor subcontract any part of the services to be provided by him without prior written consent of the Employer. If the Contractor subcontracts its responsibilities or subcontracts any part of its responsibilities, the Contractor shall not be relieved from any liability or obligation under this Contract and the Contractor shall continue to be responsible for the act, defaults or negligence of any Subcontractor, as fully as if it were the acts, defaults or negligence of the Contractor, its officers, employees or agents.</p> <p>The period of validity of any contractual commitment for provision of service or material or personnel to the facilities or any subcontract entered into by the Contractor with any party shall not extend beyond the expiration of this Contract.”</p>
<b>Clause 4.6 Co-operation</b>	<p><i>Insert new third paragraph (before the paragraph beginning with the words “If, under the Contract,”).</i></p> <p>“The Contractor shall be responsible for his activities of the works on the Site, and shall coordinate his own activities with those of other contractors to the extent (if any) specified in the Works Requirements.”</p>	<p><i>Add to the end of Sub-Clause 4.6, the following:</i></p> <p>“During Operation and Maintenance Period, the Contractor shall co-operate with the Employer and the Engineer in the implementation of the communications program to foster ownership of the project by the local stakeholders and encourage their support for the work.”</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>Clause 4.8 Safety Procedure</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add to the end of Sub-Clause 4.8, the following:</i></p> <p>“During Operation and Maintenance Period, the Contractor shall develop, implement and administer a surveillance and safety program for the O&amp;M Contract works, the users engaged in the provision of any services under any of the O&amp;M Contract, including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with the requirement of the O&amp;M Contract, applicable laws and good industry practice.”</p>
<b>Sub-Clause 4.13 Rights of Way and Facilities</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add the following paragraph at the end of Sub-Clause 4.13:</i></p> <p>“The Contractor shall follow the Employer’s procedures before commencing any work on any stretch of road during the O&amp;M Contract Period.”</p>
<b>Sub-Clause 4.18 Protection of the Environment</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add to the end of Sub-Clause 4.18, the following:</i></p> <p><b>“Disposal of Residue during Operation and Maintenance</b></p> <p>(a) Residuals Management:</p> <p>(i) The Contractor shall dispose of the water facilities residual, sediments, excavation surplus material at a place designated by the Employer and make all necessary arrangements with the owner operator thereof for the disposal of all Residues.</p> <p>(ii) All cost &amp; expense of residual disposal shall be borne by the Contractor.</p>



GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<p>(b) Records:</p> <p>The Contractor shall maintain such logs, records, manifests, bills of lading or other documents as the Employer may deem to be necessary or appropriate to comply with Legal Entitlements and to monitor and confirm compliance by the Contractor and shall collect and promptly provide the Employer with a copy of all weight and measures data and information relating to residual quantities generated and disposed thereof.</p>
<p><b>Clause 4.19: Electricity, Water and Gas</b></p>	<p><i>Add following sentence after end of Sub-Clause 4.19:</i></p> <p><b>“Electricity</b></p> <p><b>a) For Construction purposes,</b> the Contractor shall arrange and provide at his own cost electric connection of suitable load from Electricity Supply Agency. All electricity charges during construction period shall be borne by the Contractor. The Contractor shall keep ready Generators of adequate capacity as standby arrangement in case of electric failure during construction for running of pump sets, vibrators, mixers, needle sets and electric sets and other electrically operated construction equipment etc. at his own cost. However, the Engineer will issue essentially certificate in favour of the Contractor for obtaining a temporary electric connection from Electricity Supply Agency. The cabling for electric connection shall be arranged by the Contractor himself at his own cost. The non-availability/ sanction of electric connection shall be no excuse for delay in</p>	<p><i>Add following sentence after end of Sub-Clause 4.19: “Electricity</i></p> <p><b>a) For Operation and Maintenance period,</b> permanent power connection shall be obtained by the Contractor/ as per the requirement from Electric Supply Agency. For Permanent connection all the statutory deposits/fees as required by the Electric Supply Agency shall be paid by the Employer directly. However, follow up and liaison with statutory authorities and all other expenses are in the Contractor’s scope.</p> <p>The Employer will pay directly the power component of the O&amp;M cost as per the prevailing tariff notified by the NDPL or any other authorized agency from which power is drawn.</p> <p>In case the total power drawn is more than the guaranteed figures, the cost of additional power shall be borne by the contractor. However, the Contractor should not be responsible for the cases out of the given conditions in the contract.</p> <p>The settlement of such payments shall be made on a</p>

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	<p>completion of work.</p> <p><b>b)</b> For approval of entire electrical installation including DG Sets, H.T. Side shall be obtained by the Contractor at his own cost from electrical inspector and no cost will be reimbursed by the Employer on this account.</p> <p>The electrical connection shall be in the name of the Employer. The electric supply shall be provided at one point to the Contractor for usage for project works. Rate of power per unit will be worked out on the basis of demand charges, equipment charges, misuse charges, if any, and any other charges/penalty levied by electric supply authority.</p> <p>If needed, approval of entire electrical installation shall be obtained by the Contractor at his own cost from electrical inspector NCT of Delhi and no cost will be reimbursed by the Employer on this account. All electricity charges during construction period shall be borne by the Contractor.</p> <p><b>Water</b></p> <p>a) The Water required for construction purpose shall be arranged by Contractor at his cost. The Employer will not be responsible for any supply of water during construction phase and no time extension will be granted on account of non-availability of water.</p> <p>b) If contractor makes his own arrangement for construction and drinking purposes, he will ensure</p>	<p>Financial Year basis.</p> <p><b>b) Customer Service Offices</b></p> <p>The Employer will pay directly the power consumption in these offices as per the prevailing tariff notified by the BSES or any other authorized agency from which power is drawn</p> <p><b>Water</b></p> <p>During the O&amp;M period, permanent water connection shall be provided by the Employer. Deposit/fees, if any, required by the Employer shall be paid by Contractor and reimbursed by the Employer. All other works/expenses etc. are in the Contractor's scope. All maintenance and running expenses shall be borne by the Contractor.</p>

**JICA ASSISTED DELHI WATER SUPPLY IMPROVEMENT PROJECT IN  
CHANDRAWAL WTP COMMAND AREA (ID-P225)**

Improvement of Water Supply System including Operation and Maintenance of  
Transmission and Distribution pipes, Pumping Stations, Service Connections,  
and Consumer Meters with DMA formation and NRW Reduction in  
Chandrawal WTP Command Area (Package 4 – East Zone)

**Bidding Documents**

**Section VIII.  
Particular Conditions**

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	<p>that the quality of water conforms to relevant BIS standards as applicable according to the use to which the water is being put to. The quality of water shall be got tested as per BIS by the Contractor at his own cost at the Employer's laboratory or any other laboratory approved by the Engineer. The contractor shall make arrangements for obtaining necessary permissions for use of ground water in constructions period</p> <p>c) Wherever Delhi Jal Board water is made available to the contractor for construction and drinking purpose recovery @ 1% of the gross amount of civil &amp; erection of E&amp;M works done shall be made. The ferrule connection with the Employer main and the pipeline upto the site shall be provided by the contractor at his own cost.</p> <p>d) Water for Hydraulic Testing: Water required for Hydraulic testing during the process of laying of pipelines shall be arranged by the contractor from his own resources.</p> <p>e) Water for Flushing of Pipelines: Water for maximum two flushing will be provided by the Employer, third flushing if required will be charged @ <b>Rs. 50/KL</b></p>	
<p><b>Clause 4.20</b></p> <p><b>Employer's Equipment and Free-Issue Materials</b></p>	<p><i>Replace the Sub-Clause 4.20 with the following:</i></p> <p>“Employer does not have provision for any equipment and Free Issue of Materials.”</p>	

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>Clause 4.21: Progress Reports</b>	<p><i>Replace the first sentence of Sub-Clause 4.21 with the following:</i></p> <p>“Monthly Progress Report (six copies), along with photographs depicting the progress achieved in the month, shall be prepared by the Contractor in a format approved by the Engineer and the Employer and submitted to the Engineer.”</p> <p><i>Insert 4.21 (i) at the end of Sub Clause 4.21 (h):</i></p> <p>"Progress Reports to include Resource Plan and Fund Flow Graph on Prima Vera reflecting actual resource utilization / funds utilized vis-a-vis programmed vide Sub Clause 8.3. Soft copies of the reports also to be submitted."</p>	<p>The Contractor shall submit Progress Report and other Reports in accordance with the Works Requirements.</p>
<b>Clause 4.23 Contractor's Operations on Site</b>	<p><i>No amendment of this Sub-Clause</i></p>	<p><i>“Taking-Over Certificate” read as “Final Contract Completion Certificate”</i></p> <p><i>Add to the end of Sub-Clause 4.23, the following:</i></p> <p>“The Contractor may retain on Site throughout the time for Operation and Maintenance only such Contractor's Equipment, Temporary Works and material as are required for Operation and Maintenance and the rectification of defects. Clearance of the Site upon issue of the Performance Certificate shall be performed according to Sub-Clause 11.11 [Clearance of Site].”</p>
<b>Sub-Clause 4.25</b>	<p><i>Add new Sub-Clause 4.25 with:</i></p> <p>“The Contractor shall prepare, and keep up-to-date, a</p>	<p><i>Add new Sub-Clause 4.25 with:</i></p> <p>The Contractor shall prepare, and keep up-to-date, a complete set</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>As-Built Documents</b>	<p>complete set of “as-built” records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Two copies shall be supplied to the Engineer prior to the commencement of the Tests on Completion.</p> <p>In addition, the Contractor shall supply to the Engineer as-built drawings of the Works showing all Works as executed, and submit them to the Engineer for review under this Sub-Clause. The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other relevant details.</p> <p>Prior to the issue of any Taking-Over Certificate, the Contractor shall supply to the Engineer the specified numbers and types of copies of the relevant as-built documents and the updated GIS maps of the primary, secondary and tertiary water networks including the water service connections, in accordance with the Works Requirements.</p> <p>The Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [<i>Taking Over of the Works and Sections</i>] until the Engineer has received and approved these documents.”</p>	<p>of “as-built” records of the execution, changes the facilities during the Operation and maintenance Period, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Two copies shall be supplied to the Engineer prior to the commencement of the Sub-Clause 9.5 [Joint Inspection Prior to Contract Completion] and Sub-Clause 9.6 [Procedure for Tests Prior to Contract Completion].</p> <p>Prior to the issue of any Final Contract Completion Certificate, the Contractor shall supply to the Engineer the specified numbers and types of copies of the relevant as-built documents and the updated GIS maps of the primary, secondary and tertiary water networks including the water service connections, in accordance with the Works Requirements.</p> <p>The Works shall not be considered to be completed for the purposes of hand-over under Sub-Clause 11.12 [<i>Final Contract Completion Certificate</i>] until the Engineer has received and approved these documents.”</p>
<b>Sub-Clause 4.26 Operation and Maintenance Plan and</b>	<p><i>Add new Sub-Clause 4.26 with:</i></p> <p>“Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer the <b>“Draft Operation and</b></p>	<p><i>Add new Sub-Clause 4.26 with:</i></p> <p>“Unless otherwise stated in the Contract,</p>

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
<p><b>Operation and Maintenance Manuals</b></p>	<p><b>Maintenance Manual</b>", which is provisional Operation and Maintenance manuals in sufficient detail for the commissioning and trial-run to operate, maintain, dismantle, reassemble, adjust and repair the water supply system, 21 days prior to commencement of the Tests on Completion of each Sections i.e the Section 1.A), 1.B), 1.C) and 1.D), specified in Part A. Contract Data.</p> <p>Prior to complete the Construction Workss of Section 1, the Contractor shall complete and submit to the Engineer for approval, the <b>"Operation and Maintenance Manual (O&amp;M Manual)"</b>, which shall be a comprehensive include and address the operation, maintenance, emergency response, repair, corrosion protection, staffing, staff training, health and safety practices and other requirements of the Works Requirements. The equipment has to run and maintain as per manufacturer's requirements, CPWD schedule, IER &amp; CPHEEO manual etc.</p> <p>The Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until the Engineer has received the Operation and Maintenance Manuals in such detail, the updated GIS maps of the primary, secondary and tertiary water networks including the water service connections and any other manuals specified in the Works Requirements for these purposes.</p>	<p>(a) In the Preparatory period of O&amp;M,</p> <p>The Contractor, three months before the end of the Preparatory Period, shall submit to the Engineer the <b>Operation and Maintenance Plan</b> of the Project Facilities in conformity with the O&amp;M Works Requirements and Performance Standards.</p> <p>The Contractor shall include in his plan the standards, schedules, procedures, type, periodicity and other details of the operation and maintenance activities to be carried out during the O&amp;M Period to meet the O&amp;M Requirements as well as details of the management, reports to be submitted and procedure for reviews, including the development of a mechanism for handling the water customers complaints.</p> <p>After the approval of the plan by the Engineer, the Contractors hall finalize the O&amp;M Plan and start implementing it from the first day of the O&amp;M During Construction Phase.</p> <p>(b) In the O&amp;M during Construction Phase,</p> <p>the Operation and Maintenance Plan shall be updated regularly, which shall be covered newly constructed facilities time to time. This updated Operation and Maintenance Plan shall be the base for the Draft Operation and Maintenance Manual.</p> <p>(c) In the O&amp;M during Post-Construction,</p> <p>The Contractor shall carry out Operation and Maintenance works in accordance with the Operation and Maintenance Manuals (O&amp;M Manual), and updating manual in the O&amp;M During Post-Construction Phase. With the prior consent of the Engineer, the O&amp;M manual shall be updated when it is</p>

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<p>necessary with keeping in view the guidelines given in CPHEEO manual (latest), IER, CPWD schedule and manufacturer's recommendations.</p> <p>Prior to completion of the O&amp;M Contract, the Contractor shall supply to the Engineer updated final Operation and Maintenance manuals in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Plant.</p> <p>The Works shall not be considered to be completed for the purposes of Final Contract Completion Certificate under Sub-Clause 11.12 [ <i>Final Contract Completion Certificate</i>] until the Engineer has received updated final operation and maintenance manuals in such detail, and any other manuals specified in the Works Requirements for these purposes."</p>
<p><b>Sub-Clause 4.27</b></p> <p><b>Operation and Maintenance Administrative Offices</b></p>	<p><i>No amendment of this Sub-Clause</i></p>	<p><i>Add new Sub-Clause 4.27 with:</i></p> <p>"The Contractor shall establish the necessary administrative offices in accordance with the Works Requirements in addition to what has been handed over to him from the Employer. The Contractor shall maintain these offices to be in good operational condition. The Contractor shall modify these administrative offices to guarantee a good quality of service and customer care.</p> <p>The Contractor shall establish new customer service offices in accordance with the Works Requirements. The necessity of these offices will be decided by the Engineer. The Contractor shall provide the new connections in the shortest possible time for the supply and installation of the connection with the water meter after approval of the Employer."</p>



<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>Sub-Clause 6.7 Health and Safety</b>	<p><i>Add to the end of first paragraph of Sub-Clause 6.7, the following:</i></p> <p>“In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and/or carry out all such regulations, orders and/or requirements as may be applicable, including those imposed by various governments and the local medical or sanitary authorities.”</p> <p><i>Insert to between third and fourth paragraph of Sub-Clause 6.7, the following:</i></p> <p>“The Contractor is required to follow the Employer’s safety Code and guidelines published by National Human Rights Commission (N.H.R.C) as attached in Volume 3 of the Bid Document.”</p>	
<b>Sub-Clause 6.8 Contractor’s Superintendence</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add at end of the first paragraph of Sub-Clause 6.8, with the following:</i></p> <p>“including the provisions of the Operation and Maintenance Works in accordance with his obligations under the Contract.”</p>
<b>Sub-Clause 6.9 Contractor’s Personnel</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add to the end of paragraph of Sub-Clause 6.9, with the following:</i></p> <p><b>“Contractor’s Personnel for Operation and Maintenance</b></p> <p>The operators and maintenance personnel for the Works, including Plant operators shall have the appropriate experience and qualifications to perform the Operation Service required under the contract. The names, with details of their qualifications and experience, of all operation and maintenance personnel shall be submitted to the Employer for approval, and no such personnel shall be engaged prior to receiving such approval.</p> <p>The Contractor shall submit, within a reasonable period before</p>



GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<p>commencement of the Works for the O&amp;M Contract, the proposed Deployment Program for all necessary number of qualified and trained personnel as specified in the Contract and the technical schedule to perform its obligations during the Operation and Maintenance Period, for approval by the Engineer, in accordance with Sub-Clause 6.8 [<i>Contractor's Superintendent</i>] and Sub-Clause 6.9 [<i>Contractor's Personnel</i>]. Such Deployment Program shall show details of qualifications and experience of personnel, especially, which is essential for proper superintendence and systematic and professional management of all Operation and Maintenance works as per Works Requirements.</p> <p>The Engineer will either approve the submittal or provide comments thereon to the Contractor within 14 days of submission by the Contractor.</p> <p>None of the Contractor's key personnel shall be withdrawn from the Works without due notice being given to the Engineer. Further, no such withdrawals shall be made if in the sole opinion of Engineer, such withdrawals will jeopardize the progress and timely, successful completion of the Works.</p> <p>If the Contractor fails to provide the required personnel responsible for Operation and Maintenance of the Facilities, the contractor will be subjected for penalty in accordance with Service Level Agreement/ Works Requirements.</p> <p>All Contractors personnel employed at any time during the Operation and Maintenance Period will be provided by the Contractor. The Employer is not liable for personnel in any way and cannot be held responsible in the event of litigation of any sort between the Contractor and members of the Contractor's plant</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		personnel or their representatives or non-performance of obligations due to any strike or other industrial action by the Contractors workmen (including those of its Subcontractors, suppliers etc.).”
<b>Sub-Clause 6.10</b> <b>Records of Contractor’s Personnel and Equipment</b>	<p><i>Add to the end of Sub-Clause 6.10, the following:</i></p> <p>“Submission of Fortnightly Record of Labour</p> <p>The contractor shall submit by the 4th and 19th of every month, to the Engineer a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:</p> <ul style="list-style-type: none"> <li>(i) The number of labourers employed by him on the work,</li> <li>(ii) Their working hours,</li> <li>(iii) The wages paid to them,</li> <li>(iv) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and</li> <li>(v) The number of female workers who have been allowed maternity benefit and the amount paid to them.”</li> </ul>	
<b>Sub-Clause 7.1</b> <b>Manner of Execution</b>	<p><i>Add Sub-paragraph (d) after Sub-paragraph (c) as follows:</i></p> <p>“(d) Good Industry Practice: In respect of the Contractor, its Subcontractors, and all other such third party agents of the Contractor, practice, methods, techniques and standards, as changed from time to time, that are generally accepted for use in international water facility construction, development, Operation and Maintenance taking into account current conditions in India.”</p> <p>.”</p>	<p><i>Add new Sub-paragraph (e) as follows:</i></p> <p>“The Contractor shall incorporate good management practices and appropriate technologies required for meeting the O&amp;M Contract requirements and Performance Standards, and upkeep of the Facilities.”</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>Sub-Clause 7.9</b> <b>Periodical Visit during O&amp;M period.</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 7.9 as:</i></p> <p>“At the end of each twelve-month period, or at the initiative of Employer, a visit shall be organized, so that both Contractor and the Employer can check the condition of the installations at the Facilities.</p> <p>A report shall be written to record the opinions of both parties. The Employer reserves the right to call in equipment manufactures or specialized technicians for these visits.</p> <p>These visits shall provide an opportunity for examining maintenance programs, operating procedures and improvements requiring additional investments.”</p>
<b>Sub-Clause 8.1</b> <b>Commencement of Works</b>	<p><i>Add Sub-paragraph (e) after Sub-paragraph (d), as follows:</i></p> <p>“(e) the date of commencement of works of Section 1 shall be the date in the Engineer’s Instruction to Commence the Works. Unless otherwise stated in the Engineer’s Instruction, each Sub-Section under the Section 1 shall be executed by the following date:</p> <ul style="list-style-type: none"> <li>(a) Section 1.A): the date of the Commencement Date;</li> <li>(b) Section 1.B): the date of the Commencement Date;</li> <li>(c) Section 1.C): 12 months after the Commencement Date;</li> <li>(d) Section 1.D): the date of the Commencement Date.”</li> </ul>	<p><i>Replace Sub-Clause 8.1, as following:</i></p> <p>“The Commencement Date of the O&amp;M Contract shall be the date at which the following precedent conditions.</p> <ul style="list-style-type: none"> <li>(a) <b>For the Preparatory Period of O&amp;M:</b> the date of commencement of works instructed by the Engineer’s Instruction to Commence the Works.</li> <li>(b) <b>For the O&amp;M During Construction Phase:</b> Unless otherwise stated in the Works Requirements, the Contractor shall not be executed any part or all of the Operation and Maintenance Works until the following precedent conditions have all been fulfilled and the Engineer’s notification recording the agreement of both Parties on such fulfilment and instructing to commence the Works is issued by the Engineer:</li> </ul>

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<ul style="list-style-type: none"> <li>(i) Completed 6 month of the Preparatory Period,</li> <li>(i) First Performance Security and Insurances for the O&amp;M During Post-Construction Phase, approved by the Employer,</li> <li>(ii) handed over part or all of the Potable Water supply system(s) to the Contractor for the purpose of Operation and Maintenance,</li> <li>(iii) the Contractor obtained the Operating Licence(s), specified in the Sub-Clause 2.6,</li> <li>(iv) the Contractor has submitted Operation and Maintenance Plan and accepted by the Engineer, in accordance with Sub-Clause 4.26, and</li> <li>(v) Other requirement to be instructed by the Engineer.</li> </ul> <p>(c) <b>For the O&amp;M During Post-Construction Phase:</b> Unless otherwise stated in the Works Requirements, the Contractor shall not be executed any part or all of the Operation and Maintenance Works until the following precedent conditions have all been fulfilled and the Engineer's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is issued by the Engineer:</p> <ul style="list-style-type: none"> <li>(i) All Taking-Over Certificates have issued,</li> <li>(ii) Second Performance Security and Insurances for the O&amp;M During Post-Construction Phase, approved by the Employer,</li> <li>(iii) the Contractor has submitted the Operation and</li> </ul>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		<p>Maintenance manual and accepted by the Engineer, in accordance with Sub-Clause 4.26, and</p> <p>(iv) Other requirement to be instructed by the Engineer.</p> <p>If the said Engineer's instruction is not received by the Contractor within 28 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to suspension of Works for the O&amp;M Contract under Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], until Engineer's instruction issued.</p> <p>The Contractor shall commence the 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>
<b>Sub-Clause 8.13</b>  <b>Delays and interruptions during Operation &amp; Maintenance</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 8.13 as:</i></p> <p>"If there are any delays or interruptions during the Operation and Maintenance Works which are caused by the Contractor or by a cause for which the Contractor is responsible, the Contractor shall compensate the Employer for any losses including loss of revenue, loss of profit and overhead losses.</p> <p>The amount of compensation due shall be agreed according to Sub-Clause 3.5 (Determinations) as per the Works Requirements and Service Level Agreement, and the Employer shall be entitled to recover the amount due by making a corresponding deduction from the next payment due to the Contractor."</p>
<b>Sub-Clause 9.5</b>  <b>Joint Inspection Prior</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 9.5 as:</i></p> <p>"Not less than two years prior to the end of the Operation and</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>to Contract Completion</b>		<p>Maintenance period, the Engineer and the Contractor shall carry out a joint inspection of the Works and within 30 days of the completion of the joint inspection, the Contractor shall submit a report on the condition of the works identifying maintenance works (excluding routine maintenance), correction of defects, replacements, and other works required to carry out to satisfy the requirements of the Operation and Maintenance Plan.</p> <p>The Contractor shall submit a program for carrying out such works for approval/modification by the Engineer and shall execute the approved/modified program over the remainder of the Operation and Maintenance Period.</p> <p>Following receipt of the Contractor's report, the Engineer may, throughout the remainder of the Operation and Maintenance Period, instruct the Contractor to carry out all or part of the works identified in the Contractor's report.</p> <p>Upon satisfactory execution of the program, the Contractor shall commence the Tests Prior to Contract Completion in accordance with Sub-Clause 9.6 [<i>Procedure for Test Prior to Contract Completion</i>]."</p>
<b>Sub-Clause 9.6 Procedure for Tests Prior to Contract Completion</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 9.6 as:</i></p> <p>"The Tests Prior to Contract Completion shall be carried out by the Contractor. The Contractor shall provide all necessary labour, materials, electricity, fuel and water. The Contractor shall undertake and complete any required any remedial works that may be required to pass all the Tests. The Test Prior to Contract Completion shall be carried out in accordance with the Works Requirements.</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		<p>Tests Prior to Contract Completion shall be carried out towards the end of the Operation and Maintenance Period. The Engineer shall give to the Contractor 21 days' notice of the date after which the Tests Prior to Contract Completion shall be carried out. Unless otherwise agreed, such Tests shall be commenced within 14 days after this date.</p> <p>The result of the Tests Prior to contract Completion shall be complied and evaluated by the Engineer and the Contractor. The Contractor shall make result of any tests, inspections, or monitoring available to the Engineer within 7 days of their receipt by the Contractor. Any effect on the results of the Tests Prior to Contract Completion which can reasonable be shown to be due to Prior use of the Works by the Contractor during the Operation and Maintenance Period shall be taken into account in assessing such results.</p> <p>As soon as the Contractor has successfully completed the Tests Prior to Contract Completion, the Contractor shall notify the Engineer that the Works are ready for final inspection. Upon the Engineers' completion of the final inspection and being satisfied that the Contractor has satisfied the requirements of the Tests Prior to Contract Completion, the Engineer shall notify the Employer and the Contractor prior to the issue of the Final Contract Completion Certificate on completion of the Operation and Maintenance Period."</p>
<b>Sub-Clause 9.7</b> <b>Delayed Tests Prior to Contract Completion</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 9.7 as:</i></p> <p>"If the Employer incurs Cost as a result of any unreasonable delay by the Contractor in carrying out (the Tests Prior to Contract Completion, the Employer shall be entitled, subject to Sub-Clause</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		<p>2.5 [Employer's Claims], to payments of any such Cost from the Contractor. Such payments may be deducted by the Employer from any monies due, or to become due, to the Contractor.</p> <p>If the Contractor fails to commence the Tests within the time period specified under Sub-Clause 9.6 [<i>Procedure for Tests Prior to Contract Completion</i>], the Engineer shall give notice to the Contractor that unless the Tests are commenced within 14 days of this notice the Engineer may order that the Tests Prior to Contract Completion be undertaken by others on behalf of the Employer. In such an event, the Contractor shall accept the results of such Tests as being accurate and the Employer shall be entitled to deduct the costs associated with the undertaking of the Tests by others from any monies due, or to become due to, to the Contractor.</p> <p>If for the reasons not attributed to the Contractor, the Tests prior to Contract Completion on the Works or Sections cannot be completed during the Contract Period (or any other period agreed upon by both parties), then the Works or the section shall be deemed to have passed the Tests Prior to Contract Completion.”</p>
<p><b>Sub-Clause 9.8</b></p> <p><b>Failure to Pass Tests Prior to Contract Completion</b></p>	<p><i>No amendment of this Sub-Clause</i></p>	<p><i>Add New Sub-Clause 9.8 as:</i></p> <p>“If the Works or Sections thereof fails to pass the Tests Prior to Contract Completion under Sub-Clause 9.6 [<i>Procedure for Tests Prior to Contract Completion</i>], the Engineer shall be entitled to:</p> <ul style="list-style-type: none"> <li>(a) Order further repetition of Tests Prior to Contract Completion under Sub-Clause 9.9 [<i>Retesting Prior to Contract Completion</i>]</li> <li>(b) Reject the Works or Sections thereof (as the case may be), in which event the Employer shall have the same remedies</li> </ul>



GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<p>against the Contractor as provided under Clause 15 [Termination by Employer]; or</p> <p>(c) Issue a Final Contract Completion Certificate on completion of the Operation and Maintenance Period, if the Employer so instructs: the Contract Price shall then be reduced by an amount determined jointly by the Engineer and the Employer (in full satisfaction of such failure only), and the Contractor shall then proceed in accordance with his other obligations under the Contract.</p> <p>In the event of (c) above, if the Works or Sections, fail to pass any of the Tests Prior to Contract Completion and the Contractor proposes to make adjustments' or modifications to the Works or Sections, the Contractor may be instructed by the Engineer that right of access to the Works or Sections cannot be given until a time, that is convenient to the Engineer. The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice from the Engineer of the time that is convenient to the Engineer. However, if the Contractor does not receive this notice during the relevant Contract Period, the Contractor shall be relieved of this obligation and the Works or Sections (as the case may be) shall be deemed to have passed the Tests Prior to Contract Completion.</p> <p>If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting the Contractor access to the Works or Sections after issue of the Final Contract Completion Certificate on Completion of the Operation and Maintenance Period, either to investigate the causes of a failure to pass any of the Tests Prior to Contract Completion or to carry out any adjustments or modifications, the Contractor shall be paid the</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		additional Cost as determined in accordance with Sub Clause 3.5 [Determination], caused by such a delay plus reasonable profit.”
<b>Sub-Clause 10.5</b>  <b>Completion of Operation and Maintenance Services</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 10.5 as:</i></p> <p>“In order that the Works shall be in the condition required by the Contract at the end of the Operation and Maintenance Period and can be handed over to the Employer in good operating condition, the Contractor shall:</p> <ul style="list-style-type: none"> <li>(a) ensure that all components of the Works are fully functional and in good operating condition, suitable for the purposes for which they are intended;</li> <li>(b) ensure that all defects or damages which may have arisen from the design workmanship, materials, or Operation and Maintenance, have been identified and remedied;</li> <li>(c) submit a list of spares (based on the manufacture’s recommendation) to be handed over to the Employer to guarantee the O&amp;M of the facilities for two years after the expiry of the O&amp;M Contract period, which shall be agreed by the Engineer. The Contractor shall hand over all spares on the agreed list to the Employer prior the Final Contract Completion Certificate issued.</li> <li>(d) execute all required work of amendment, reconstruction, repair, and remedying of defects and damage per instructions of the Engineer.</li> </ul> <p>All such work shall be executed by the Contractor at his own cost before handing over the Works. In the event that the Contractor fails to carry out the necessary remedial works, the Engineer shall</p>

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<p>notify the Contractor, and proceed in accordance with the provisions of Sub-Clause 11.4 (a) and (b). Any costs incurred by the Employer in so doing shall be recoverable from the Contractor and will become a debt due and payable by the Contractor to the Employer and the Employer may, at his sole discretion, recover such amount by invoking the Contractor's bank guarantee provided as Performance Security.</p> <p>The Contract shall not be considered to be completed until the Final Contract Completion Certificate has been signed by the Engineer and delivered to the Contractor, stating the date upon which the Contractor has completed his operation and maintenance obligations to the satisfaction of the Engineer. The Final Contract Completion Certificate shall be given by the Engineer within 28 days after the end of the Operation and Maintenance Period, or as soon after such date as the Contractor has completed his obligations.</p> <p>Only the Final Contract Completion Certificate shall be deemed to constitute final certification that the Contractor has satisfactorily fulfilled all of his obligations under the Contract.”</p>
<p><b>Sub-Clause 11.1</b></p> <p><b>Completion of Outstanding Work and Remedying Defects</b></p>	<p><i>No amendment of this Sub-Clause</i></p>	<p><i>Add to the end of Sub-Clause 11.1. the following:</i></p> <p>“During the Operation and Maintenance Period the Contractor shall be responsible for repairing and making good any damage or defect occurring during the Operation and Maintenance Period, whether such defect or damage is identified by the Engineer /Employer or observed by the Contractor himself. The Final Contract Completion Certificate on Completion of the Operation and Maintenance Contract described under Sub-Clause 10.6 will not be issued until all defects an damage have been remedied and</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		all outstanding work; including all such items identified during the joint inspection made in accordance with Sub-Clause 9.5 [ <i>Joint inspection Prior to Contract completion</i> ] have been completed.”
<b>Sub-Clause 11.2 Cost of Remedying Defects</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Renumber sub-paragraph (c) as sub-paragraph (d).</i></p> <p><i>Insert new sub-paragraph (c):</i></p> <p>“(c) improper operation or maintenance which was attributable to matters for which the Contractor was responsible (under Sub-Clauses 4.25 to 4.26 or otherwise), or.”</p> <p><i>Add after Sub-Clause 11.2 (d), the following:</i></p> <p>"(e) Improper Operation and Maintenance attributable to the Contractor."</p>
<b>Sub-Clause 11.7 Right of Access</b>	<i>No amendment of this Sub-Clause</i>	<i>Delete the words “the Performance Certificate” and replace with “Final Contract Completion Certificate”.</i>
<b>Sub-Clause 11.12 Final Contract Completion Certificate</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add New Sub-Clause 11.12 as:</i></p> <p>“On completion of the Operation and maintenance Contract, As certified by the Engineer, the Contractor shall hand over the Works and the site back to the Employer, subject to the condition that all equipment shall be in good operation condition (with exception of fair wear and tear), any necessary repairs to any component of the Works have been properly carried out, and any and all defects or damages arising from the design, workmanship, materials, or Operation and Maintenance have been remedied, as</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		<p>per Sub-Clause 10.6 <i>[Completion of Operation and Maintenance Services]</i>.</p> <p>Notwithstanding the foregoing, the other services to be performed by the Contractor must be completed before the Contractor will be entitled to receive the Contract Completion Certificate in accordance with this Sub-Clause.</p> <p>Pre-conditions which must be fulfilled by the Contractor before the Contract Completion Certificate will be issued are:</p> <ul style="list-style-type: none"> <li>(a) Inspection in accordance with Sub-Clause 9.5 <i>[Joint Inspection Prior to Contract Completion]</i>,</li> <li>(b) Testing in accordance with Sub-Clause 7.3 <i>[Inspection]</i>,</li> <li>(c) Updating Operation and Maintenance Manual in accordance with Sub-Clause 4.26 <i>[Operation and maintenance manual]</i>, providing performance record and data in accordance with Sub-Clause 7.3 <i>[Inspection]</i>, and</li> <li>(d) Remedying defects found during inspection in accordance with Sub-Clause 9.5 <i>[Joint Inspection Prior to Contract Completion]</i>.</li> </ul> <p>Upon successful completion of the Contractor's obligations, the Employer shall take back the Works and the Site and issue a Final Contract Certificate."</p>
<b>Sub-Clause 13.3 (c) Variation Procedure</b>	<p><i>Add Sub-Clause 13.3 ( c) as following sentence</i></p> <p>"The variation proposal shall be estimated by the Item Rate base, and source of rates or price shall be used whichever from following method:</p>	<i>No amendment of this Sub-Clause</i>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
	<p>(i) the appropriate rate or price in BOQ / Price Schedule (or similar work in the BOQ), or current Delhi Schedule of Rate (DSR) (as the current price), with the reasonable adjustments in the Conditions of Contract, or</p> <p>(ii) the market rate or price added 15% of overhead and profit, if not applicable of above (i).”</p>	
<b>Sub-Clause 13.5 Provisional Sums</b>	<p><i>Add at the end of Sub-Clause 13.5:</i></p> <p>“As an exception to the above, the Provisional Sum for the cost of the DB (in Section 1) 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 (in Section 1).”</p>	<p><i>Add following paragraph before last paragraph of this Sub-Clause, as follows:</i></p> <p>“During operation and Maintenance period, the Contractor shall reimburse the cost as per actual under this sub-Clause, for the following required items.</p> <ul style="list-style-type: none"> <li>• In case, the cost required for extra tankers outside from Works Requirements, during standby operations through tankers in times of emergency;</li> <li>• In case, the cost required for fuel for the standby power generators of Pumping Stations; and</li> <li>• In case, the cost of salt for chlorination in accordance with the Works Requirements.”</li> </ul>
<b>Sub-Clause 14.1 The Contract Price</b>	<p><i>Add the end of Sub-Clause 14.1, as follows:</i></p> <p>“Goods and Service Tax (GST) is applied in the country w. e. f. July 1st 2017, replacing certain existing Taxes and Duties viz. Excise Duty, Service Tax and VAT.</p> <p>Therefore, the contractor must include for all the applicable tax/s and duties, including Custom Duties, if applicable, in the bid</p>	

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
	prices and the contract work. The Sub-Clause 13.7 [Adjustments for Changes in Legislation], shall remain applicable, as required.	
<b>Sub-Clause 14.2 Advance Payment</b>	<p><i>Add end of Sub-Clause 14.2. as follows:</i></p> <p>“The Contractor shall use the advance payment only for the purpose of execution of the Contract. The Contractor shall submit the advance payment utilization Certificate with the statement issued by the authorised Contractor’s person, within 6 months from the Advance payment received by the Contractor.”</p>	No advance payment is applicable.
<b>Sub-Clause 14.3 Application for Interim Payment Certificates</b>	<p><i>Add end of Sub-Clause 14.3. as follows:</i></p> <p>“The Statement shall be separated by each Sections 1.A), 1.B), 1.C) and 1.D) individually.”</p> <p><i>Add the following at the end of first paragraph of Sub-Clause 14.3:</i></p> <p>“In case of supplied plant and equipment, inspection and testing clearance certificates shall also be enclosed as support documents.”</p>	<p><i>Add to the end of Sub-Clause 14.3. the following:</i></p> <p>“The Contractor shall not submit the Application for Interim Payment Certificates to the Engineer during the Preparatory Period of the O&amp;M Contract.”</p>
<b>Sub-Clause 14.4 Schedule of Payments</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add to the end of Sub-Clause 14.3. the following:</i></p> <p><b>“Schedule of Payment under the O&amp;M Contract:</b></p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		The schedule of payments shall be adjusted by penalties and incentives determined by the Engineer, related to the execution of the Works in accordance with the requirements in the Service Level Agreement and the conditions specified in the Works Requirements.”
<b>Sub-Clause 14.4 Payment of Retention Money</b>	<i>Add following new paragraph between fifth and sixth paragraph (before the last paragraph) of this Sub-Clause as:</i>  “When the deposit of accumulated sum of Retention Money reaches more than 1% of the Accepted Contract Amount and the Contractor submits the Bank Guarantee, the Engineer may certify for the release of Retention Money against the Bank Guarantee.”	Not Applicable.
<b>Sub-Clause 14.7 Payment</b>	<i>No amendment of this Sub-Clause</i>	<i>Add to the end of Sub-Clause 14.7. the following:</i>  “The Employer shall not pay any expenses during the Preparatory Period for Operation and Maintenance.”
<b>Sub-Clause 14.15 Currencies of Payment</b>	<i>Replace the entire Sub-Clause 14.15 with the following:</i> “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:  (a) payment of the damages specified in GC 8.7, shall be made in the currencies and proportions specified in the Letter of Bid;	



GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	<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>	
<p><b>Sub-Clause 14.16</b> <b>JICA’s Disbursements</b></p>	<p>Add new sub-clause 14.16 as following;</p> <p>“In accordance with the Loan Agreement, following disbursement procedure shall be applied:</p> <p>(a) “Commitment Procedure” shall apply to the foreign currency(ies) payment: Letter of Credit opening, extension, amendment, negotiation charges and maintenance charges will be borne by DJB. The Contractor’s bank charges and document discrepancy charges will be borne by the Contractor.</p> <p>(b) “Reimbursement Procedure” shall apply for Local/Foreign Currency Portion. No bank charge shall be responsible for the Contractor.</p>	<p><i>No amendment of this Sub-Clause</i></p>
<p><b>Sub-Clause 15.6</b> <b>Corrupt or Fraudulent Practices</b></p>	<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>	

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	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]."	
<b>Sub-Clause 17.2</b>  <b>Contractor's Care of the Works</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add to the end of Sub-Clause 17.2, the following:</i></p> <p>"The Contractor shall also be responsible for the care of the Facilities during the Operation and Maintenance Period in accordance with the requirement of the License Agreement pursuant to Sub-Clause 2.6 [<i>Operating License</i>].</p> <p>Notwithstanding anything on the contrary stated in the Contract, the Contractor shall also be responsible for any part of the Works for which Taking-Over Certificate is issued.</p> <p>The Contractor shall also take full responsibility for any outstanding work which he shall have undertaken to complete during the Operation and Maintenance Period until all such outstanding work is completed.</p> <p>Subject to the provisions of Sub-Clause 17.6 [<i>Limitation of Liability</i>], the Contractor's risks during the Operation and Maintenance Period are:</p> <ul style="list-style-type: none"> <li>(a) All risks resulting or arising from the design (if any) or construction of the Works, or the Materials used therein, notwithstanding any testing carried out by or approved or witnessed by the Engineer;</li> <li>(b) All risks resulting from the excavation, installation and repair of the water network and reinstatement of the roads,</li> </ul>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		streets and high ways; and  (c) All risks resulting or arising from the Operation and Maintenance of the Facilities and the care of the Facilities excluding the Employer's Risks listed under Sub-Clause 17.3 [Employer's Risks]."
<b>Sub-Clause 17.4 Consequences of Employer's Risks</b>	<i>No amendment of this Sub-Clause</i>	<i>Add to the start of Sub-Clause 17.4, the following:</i>  "The Contractor shall give notice to the Engineer, of an Employer's risk upon its realisation being foreseen by or becoming known to, the Contractor."
<b>Sub-Clause 17.8 Emergencies During the Operation and Maintenance period</b>	<i>No amendment of this Sub-Clause</i>	<i>Add New Sub-Clause 17.8, the following:</i>  <b>"Operation and Maintenance Period"</b>  <b>(a) Emergency Plan</b>  Prior to the commencement of the O&M during Construction Phase, the Contractor shall submit the detailed Emergency Plan (may be included in the Operation and Maintenance Plan and/or Operation and Maintenance Manual) into effect for handling the emergency works and urgent repairs as per the Works Requirements for the event of emergency on site and off site, which shall be agreed by the Engineer. The Emergency plan shall be updated until the Final Contract Completion Certificate issued.  <b>(b) Action</b>  In the event of emergency endangering life or property, in accordance with the Emergency Plan, the Contractor shall take such action as may be reasonable and necessary to

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<p>prevent, avoid or mitigate injury, damage, or loss and shall, as soon as possible, report any such incidents, including the Contractor's response thereof, to Engineer and the contractor is required to take all necessary precautions while carrying out the work at site during the Operation and Maintenance period to avoid any chance of Accident / Damage to the man / material either to the Employer or contractor and in case of any loss or damage, contractor shall be solely responsible.</p> <p>(c) <b>Expenditure</b></p> <p>The Contractor shall utilize its personnel to take such action as may be reasonable and necessary in the event of an emergency. Notwithstanding anything to the contrary in the Conditions of the Contract for Operation and Maintenance, the Contractor may incur any expenditure or take any other measures which the Contractor deems to be necessary (in accordance with Good Industry Practices) in the case of emergencies affecting the Facilities or the Operation of the Facilities to counteract the effects where the Contractor considers immediate action is required to safeguard lives or property.</p> <p>(d) <b>Notification</b></p> <p>In the event of an emergency, the Contractor shall notify the Employer and the Engineer of the emergency, the expenditure made and the actions taken. The contractor is strictly forbidden to contact any media directly. All outside inquiries to the Contractor shall be directed by the Contractor to the Employer."</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>Sub-Clause 18.2</b> <b>Insurance for Works and Contractor's Equipment</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add to the end of Sub-Clause 18.2, the following:</i></p> <p>“The Contractor shall ensure that an insurance for Operation and Maintenance works as specified in this sub-Clause shall be effected prior to the Commencement Date of physical Operation and maintenance Works and maintained until the issue of the Final Contract Completion Certificate, without limiting its or the Employer's obligations and responsibilities, insure under Force Majeure conditions.</p> <p>The Contractor shall, without limiting its or the Employer's obligations and responsibilities, insure under Force Majeure conditions:</p> <ul style="list-style-type: none"> <li>(a) The Works together with materials and Transmission &amp; Distribution Infrastructure System for incorporation therein, to the full replacement cost (term “cost” in this context shall include profit).</li> <li>(b) The Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.”</li> </ul>
<b>Sub-Clause 18.3</b> <b>Insurance against Injury to Persons and Damage to Property</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add to the end of Sub-Clause 18.3, the following:</i></p> <p>“The Contractor shall ensure that an insurance for Operation and Maintenance works as specified in this sub-Clause be effected prior to the Commencement Date of physical Operation and maintenance Works and maintained until the issue of the Final Contract Completion Certificate. Such insurance shall be for an amount and in terms as specified in the Contract Data.”</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
<b>Sub-Clause 18.4</b> <b>Insurance for Contractor's Personnel</b>	<i>No amendment of this Sub-Clause</i>	<i>Add to the end of Sub-Clause 18.4, the following:</i>  “The Contractor shall ensure that an insurance for Operation and Maintenance works as specified in this sub-Clause be effected prior to the Commencement Date of physical Operation and maintenance Works and maintained until the issue of the Final Contract Completion Certificate, or the last of his or any of his Subcontractors’ employees have left the Site, whichever is the later.”
<b>Sub-Clause 18.5</b> <b>Other insurances required by Law and by Local Practice</b>	<i>No amendment of this Sub-Clause</i>	<i>Add New Sub-Clause 18.5, the following:</i>  “For Operation and Maintenance works, Other insurances required by Law and by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at his own cost.”
<b>Sub-Clause 20.2</b> <b>Appointment of the Dispute Board</b>	<i>No amendment of this Sub-Clause</i>	<i>Add to the end of Sub-Clause 20.2 with:</i>  “During the O&M Contract, the DB members shall be selected 3 members body consisting of Chief Secretary of the Government of NCT of Delhi or his representative, as Chairman, the Chief Executive Officer of the Delhi Jal Board, and a nominee representative of the Contractor for amicable settlement. All remuneration and expenses relating DB members are own cost.”
<b>Sub-Clause 20.4</b> <b>Obtaining Dispute Board's Decision</b>	<i>No amendment of this Sub-Clause</i>	<i>Add to the end of Sub-Clause 20.4 with:</i>  <b>“Amicable Resolution During the O&amp;M Contract:</b>  (a) Save where expressly stated to the contrary in this Contract, any dispute, difference or controversy of whatever nature

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<p>between the Parties, howsoever arising under, out of or in relation to this Contract (the “Dispute”) shall in the first instance be attempted to be resolved amicably with the Employer.</p> <p>(b) In case of failure to amicably resolve the dispute under clause (a) above either Parties may require such Dispute be referred to a 3 - member body consisting of Chief Secretary of the Government of NCT of Delhi or his representative, as Chairman, the Chief Executive Officer of the Employer, and a nominee representative of the Contractor for amicable settlement. Upon such reference, both the Parties shall be required by such three member body to meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute.</p> <p>(c) If the Dispute is not amicably settled within thirty days of such meeting between the Parties, either Party shall have liberty to take further action in accordance with the law. Either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration.</p> <p>In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Board’s Decision] and Sub-Clause 20.8 [Expiry of Dispute Board’s Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a Notice of dissatisfaction has been given in accordance</p>

<b>GC Sub-Clause No.</b>	<b>B-1: Portion of Construction Works (Section 1)</b>	<b>B-2: Portion of Operation and Maintenance Works (Section 2)</b>
		with this Sub-Clause.”
<b>Sub-Clause 20.5 Amicable Settlement</b>	<i>No amendment of this Sub-Clause</i>	<p><i>Add to the end of Sub-Clause 20.5, the following:</i></p> <p>“The provisions of this Sub-Clause are intended to encourage the parties to settle a dispute amicably, without the need for arbitration: for example, by direct negotiation, conciliation, mediation, or other forms of alternative dispute resolution. Amicable settlement procedures often depend, for their success, on confidentiality and on both Parties’ acceptance of the procedure.”</p>
<b>Sub-Clause 20.6 Arbitration</b>	<p><i>Replace the entire Sub-Clause 20.6 with the following:</i></p> <p>“Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB’s decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:</p> <p>(a) if the contract is with foreign contractors (or if the lead partner is a foreign contractor, in case of JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.</p> <p>(b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of</p>	<p><i>Replace the entire Sub-Clause 20.6 with the following:</i></p> <p>“Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB’s decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:</p> <p>(a) if the contract is with foreign contractors (or if the lead partner is a foreign contractor, in case of JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.</p> <p>(b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.</p> <p>The place of arbitration shall be a neutral location determined in</p>



GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	<p>the Employer's country.</p> <p>The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].</p> <p>The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p> <p>Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.</p> <p>Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works."</p>	<p>accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]. Under the O&amp;M Contract, in accordance with Sub-Clause 20.6, the place of arbitration will be New Delhi, India, being it a place of incidence.</p> <p>The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p> <p>Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.</p> <p>Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works."</p>
<p><b>Sub-Clause 21</b></p> <p><b>Other Operation and Maintenance</b></p>	<p><i>No amendment of this Sub-Clause</i></p>	<p><i>Add New Sub-Clause 21 as:</i></p> <p>(a) The Contractor shall supply the water by tankers to the affected customers using his fleet of tankers and as per the</p>

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		<p>regulations of the Employer.</p> <p>(b) Un authorised Water Connections:</p> <p>(i) The Contractor shall handle the unauthorized water connections and connections for which the Consumers have defaulted on the payment in his service area as per the Employer's By law and regulations, after due approval of the Employer.</p> <p>(ii) The Contractor shall cooperate and undertake remedial actions by way of either regularizing the unauthorized connections or disconnecting such properties from the network within his service area after due approval of the Employer.</p> <p>(c) The Contractor shall report to the Engineer and Central Water Management Centre (CWMC) in case of shortage of water where the available water is not sufficient to face the demand. The Employer shall consider the duration of the shortage of water when calculating the functional guarantees deviations. The Customers shall be notified by suitable means. The Contractor shall take all possible measures to reduce the effect of the shortage of water to consumers.</p>

## **Section IX : Annex to the Particular Conditions - Contract Forms (CF)**

### **Table of Forms**

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## **Letter of Acceptance**

*[Insert letterhead paper of the Employer]*

*[Insert date]*

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

This is to notify you that your Bid dated *[insert date]* for execution of the **Improvement of Water Supply System by Construction / Rehabilitation / Replacement, Supply, Laying, Installation, Testing, Commissioning of Transmission and Distribution Pipes with Appurtenances, Pumping Stations, UGRs, Service Connections and Consumer Meters, SCADA system, along with DMA formation and NRW Reduction in a Project Construction Period of 4-years and 3.5 -years O&M during construction period plus 5-years O&M after Construction to achieve the equitable and continuous (24 hours & 7 days/week ) water distribution in the Chandrawal WTP Command Area. (Package 4: East Zone)** *[insert 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

## **Contract Agreement**

THIS AGREEMENT made the *[insert day]* day of *[insert month]*, *[insert year]*, between Delhi Jal Board, Govt of NCT of Delhi (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 the *Improvement of Water Supply System by Construction / Rehabilitation / Replacement, Supply, Laying, Installation, Testing, Commissioning of Transmission and Distribution Pipes with Appurtenances, Pumping Stations, UGRs, Service Connections and Consumer Meters, SCADA system, along with DMA formation and NRW Reduction in a Project Construction Period of 4-years and 3.5 -years O&M during construction period plus 5-years O&M after Construction to achieve the equitable and continuous (24 hours & 7 days/week ) water distribution in the Chandrawal WTP Command Area. (Package 4: East Zone)* 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.
  - (i) the Letter of Acceptance;
  - (ii) the Letter of Technical Bid ;
  - (iii) the Letter of Price Bid
  - (iv) the addenda Nos *[insert addenda numbers, if any]* (if any);
  - (v) the Particular Conditions – Part A;
  - (vi) the Particular Conditions – Part B;
  - (vii) the General Conditions;
  - (viii) the Works Requirments;
  - (ix) the completed Schedules;
  - (x) the Corrigendum and Addendum and reply to Pre-Bid Queries issued;
  - (xi) the Contractor’s Proposal, post Bid-opening correspondence and any other documents forming part of the Contract;

(xii) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans; and

(xiii) Affidavit

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 the Republic of India on the day, month and year specified above.

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

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

for and on behalf of the Employer

for and on behalf the Contractor

in the presence of

in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

## Performance Security

### (Bank Guarantee)

*[Insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** The Chief Engineer (Water) Projects  
Delhi Jal Board, Govt of NCT of Delhi, (DJB)  
Varunalaya Phase I, Karol Bagh, New Delhi 110005 India

**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 the *Improvement of Water Supply System by Construction / Rehabilitation / Replacement, Supply, Laying, Installation, Testing, Commissioning of Transmission and Distribution Pipes with Appurtenances, Pumping Stations, UGRs, Service Connections and Consumer Meters, SCADA system, along with DMA formation and NRW Reduction in a Project Construction Period of 4-years and 3.5 -years O&M during construction period plus 5-years O&M after Construction to achieve the equitable and continuous (24 hours & 7 days/week ) water distribution in the Chandrawal WTP Command Area. ( Package 4: East Zone )* (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

<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.

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.

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



## Advance Payment Security

### Demand Guarantee

*[Insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** The Chief Engineer (Water) Projects  
Delhi Jal Board, Govt of NCT of Delhi, (DJB)  
Varunalaya Phase I, Karol Bagh, New Delhi 110005 India

**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 **Improvement of Water Supply System by Construction / Rehabilitation / Replacement, Supply, Laying, Installation, Testing, Commissioning of Transmission and Distribution Pipes with Appurtenances, Pumping Stations, UGRs, Service Connections and Consumer Meters, SCADA system, along with DMA formation and NRW Reduction in a Project Construction Period of 4-years and 3.5 -years O&M during construction period plus 5-years O&M after Construction to achieve the equitable and continuous (24 hours & 7 days/week ) water distribution in the Chandrawal WTP Command Area. ( Package 4: East Zone )** (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

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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.

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 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.

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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 expected expiration date of the Time for Completion. "*

## Retention Money Security

### Demand Guarantee

*[Insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** The Chief Engineer (Water) Projects  
Delhi Jal Board, Govt of NCT of Delhi, (DJB)  
Varunalaya Phase I, Karol Bagh, New Delhi 110005 India

**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 *Improvement of Water Supply System by Construction / Rehabilitation / Replacement, Supply, Laying, Installation, Testing, Commissioning of Transmission and Distribution Pipes with Appurtenances, Pumping Stations, UGRs, Service Connections and Consumer Meters, SCADA system, along with DMA formation and NRW Reduction in a Project Construction Period of 4-years and 3.5 -years O&M during construction period plus 5-years O&M after Construction to achieve the equitable and continuous (24 hours & 7 days/week ) water distribution in the Chandrawal WTP Command Area. ( Package 4: East Zone )* (hereinafter called "the Contract").

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

At the request of the 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

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the second half of the Retention

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 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.

---

*[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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*Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.*

<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.*