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GOVT. OF NCT OF DELHI
Varunalaya Phase I, Karol Bagh
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Delhi, India
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JICA ASSISTED DELHI WATER SUPPLY IMPROVEMENT PROJECT IN CHANDRAWAL WTP COMMAND AREA (LOAN NO. ID-P225)

NIT NO. 02 (2021-22)/EE(EAP)-I

VOLUME : I / IV

BIDDING DOCUMENTS

(Part 1: Bidding Procedures &
Part 3: Conditions of Contract)

BIDDING DOCUMENT

FOR

PACKAGE – 3 (Central Zone)

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 Package-3 (Central Zone)

ON

INTERNATIONAL COMPETITIVE BIDDING

April 2021

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Invitation for Bids

DELHI JAL BOARD: GOVT. OF NCT DELHI
OFFICE OF EXECUTIVE ENGINEER (EAP)-I
ROOM NO. 501, VARUNALAYA PHASE: I, KAROL BAGH, NEW DELHI-110005,
Telephone No.:011-23554573; E-mail address: eeeap1.djb@gmail.com

NIT No.- 02 (2020-21)/EE(EAP)-I

1. The Government of India has received a Loan from the Japan International Cooperation Agency (JICA) toward the cost of the Delhi Water Supply Improvement Project in Chandrawal Water Treatment Plant Command Area (ID-P 225). It is intended that part of the proceeds of this Loan will be applied to eligible payments under the contract for 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, Package 3 (Central Zone).

2. The Delhi Jal Board (DJB) an undertaking of the Government of National Capital Territory (NCT) of Delhi now invites sealed Bids from eligible Bidders for the construction and completion of 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 [Package 3 : Central Zone. ("the Works")].

   The Delhi Jal Board (DJB) intends to award the contract for;.

Name of the Contract	Type of Contract	Bid Security (Rs.)	Completion Period
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, Package 3 (Central Zone)	Item rate and Lump Sum	Rs. 5.50 Crores (in form of BG in favour of Delhi Jal Board)	i) Construction period : 3 years ii) Preparatory period: 4 months from the date of work award iii) O&M during construction period : 2 years 8 months iv) O&M after construction period : 10 years

3. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement.

4. Interested eligible Tenderers may obtain further information and inspect the Bidding Documents at the office of the Executive Engineer (EAP)-I, Delhi Jal Board, Govt of NCT of Delhi:

   Address: Room No. 501, Varunalaya Phase:I, Karol Bagh, New Delhi 110005

   Telephone: 011-23554573
   Electronic mail address: eeeap1.djb@gmail.com

Also, for the reference purpose only, Bidding Documents are available on the DJB Web site, www.delhijalboard.nic.in under Expression of Interest link. In the event of any discrepancy between the downloaded copy and the original purchased, as stipulated in Para 5, the original shall prevail.

5. A complete set of the original Tender Documents may be purchased by interested Tenderer(s) on the submission of a written Application to the address above and upon payment of a non-refundable fee of **INR 50,000 (Indian Rupees Fifty Thousand only).** The non-refundable fees for Tender documents shall be paid in shape of Bank Draft issued by any Scheduled Bank of India approved by RBI or any scheduled foreign bank with business in India in favour of**, Delhi Jal Board**. The downloaded copy shall be used for information only but not for submission of Bid.

   A Tenderer may be a Firm (single entity) or a Joint Venture (JV) of several entities. In case of JV, any member of the JV who have purchased the Tender document would be sufficient to submit the Tender on behalf of the JV.

6. The provisions in the Instructions to Bidders (ITB) and in the General Conditions of Contract (GC) are the provisions of the Standard Bidding Documents for the Procurement of Works under Japanese ODA Loans.

7. Bids must be delivered to the address given above (in para 4) on or before the date and time specified in the schedule below and must be accompanied by a Bid Security given above (in para 2). Bidding Schedule are:

Start date & time for purchasing Tender Documents	at 10:00 on 28.04.2021
Date & time of Pre-bid meeting	at 11:00 on 10.05.2021
Last Date & time of submission of Pre-bid Queries	at 18:00 on 12.05.2021
Last date & time for purchasing Tender documents	at 15:00 on 23.06.2021
Last date & time for submission of Bids	at 15:00 on 25.06.2021
Date / time of opening of Technical bid	at 15:15 on 25.06.2021

8. Bids will be opened in the presence of Bidders' representatives who choose to attend at time and date specified in schedule above (para 7) at the offices of the Executive Engineer (EAP)-I, DJB, address at Room No. 501, Varunalaya Phase:I, Karol Bagh, New Delhi 110005.

9. The Bid shall remain valid for the period of 150 days after the last date of submission of bids. Any further corrigendum/addendum/clarification, if any, will be uploaded on Delhi Jal Board's website i.e. www.delhijalboard.nic.in only.

(B.S. Rawat)
EE (EAP)-I

VOLUME I

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BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

The Instructions to Bidders governing this bidding process are the "Instructions to Bidders" included in **Option B**: Two-Envelope Bidding, Section I, of the Standard Bidding Documents for Procurement of Works (version 1.1), published by JICA in October, 2012. Those Instructions to Bidders are available on the JICA's web site shown below:

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

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

(Note: Copy of these Instructions to Bidders is not to be attached with this Bidding Documents. However, it is included here only for quick reference purposes of the Bidder. In case of any discrepancy of the conditions presented herein with the document given in the JICA website, the latter will prevail.)

Any supplement the information, requirements or changes included in Section I, Instructions to Bidders (ITB), shall be introduced only through the Section II, Bid Data Sheet (BDS)

OPTION B: Two-Envelope Bidding

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A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents (hereinafter referred to as "Bidding Documents") for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) process are **specified in the BDS.**

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(c) "day" means calendar day.

2. Source of Funds

2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter referred to as "JICA"), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS**, towards the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract(s) for which these Bidding Documents are issued.

2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS.** No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.

3. Corrupt and Fraudulent Practices

3.1 It is JICA's policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

(a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and

(c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

"Cross debarment decisions by the Multilateral Development Banks" is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group's debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as "cross debarment decisions by the Multilateral Development Banks." The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if

the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the contract

unless the conflict has been resolved in a manner acceptable to JICA

(a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

(b) A firm that has a close business relationship with the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the Bidding Documents for the contract, (ii) the Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.

(c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a Bidder or as a member of a JV. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.

(d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.

4.3 A Bidder, and all members constituting the Bidder, shall be from any of the eligible source countries as indicated in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a contract.

4.5 This bidding is open only to prequalified Bidders unless specified in the BDS.

4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, Equipment, and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I. Instructions to Bidders (ITB)

Section II. Bid Data Sheet (BDS)

Section III. Evaluation and Qualification Criteria

Section IV. Bidding Forms

Section V. Eligible Source Countries of Japanese ODA Loans

PART 2 Works Requirements

Section VI. Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VII. General Conditions (GC)

Section VIII. Particular Conditions (PC)

Section IX. Annex to the Particular Conditions - Contract Forms

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release

and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The bidder is requested to submit any questions in writing, to reach the employer not later than one (1) week before the meeting.

7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. If so specified in the BDS, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the Preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.

11.2 The Technical Bid shall comprise the following:

(a) Letter of Technical Bid;

(b) Bid Security, in accordance with ITB 19;

(c) alternative bids, if permissible, in accordance with ITB 13;

(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;

(e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;

(f) Technical Proposal in accordance with ITB 16;

(g) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative.

(h) Any other document **required in the BDS.**

11.3 The Price Bid shall comprise the following:

(a) Letter of Price Bid;

(b) completed Price Schedules, in accordance with ITB 12 and 14;

(c) alternative price bids, at Bidder's option and if permissible, in accordance with ITB 13;

(d) Any other document **required in the BDS.**

11.4 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12. Letters of Bid and Schedules

12.1 The Letters of Technical Bid and Price Bid and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 **Unless otherwise specified in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements

shall be considered by the Employer.

13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VI, Works Requirements.

14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison.

14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.

14.5 **Unless otherwise specified in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in BDS 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one

Contract shall specify in their Letter of Price Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.

14.7 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the Bid shall be **as specified in the BDS**. Payment of the contract price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

15.3 The foreign currency requirements generally include the following:

(a) expatriate staff and labour employed directly on the Works;

(b) social, insurance, medical and other charges relating to such expatriate staff and labour, and foreign travel - expenses;

(c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;

(d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;

(e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and

(f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 In accordance with Section III, Evaluation and Qualification Criteria, if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.2 Any changes in the structure of formation of a bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall

be rejected by the Employer as non- responsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract price shall be determined as follows:

(a) In the case of fixed price contracts, the Contract price shall be the Bid Price adjusted by the factor **specified in the BDS**.

(b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS.**

(c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of its Technical Bid, a Bid Security in the amount and currency **specified in the BDS**.

19.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security **specified in the BDS**,

from a reputable source from an eligible source country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial

institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non- responsive.

19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42.

19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a Performance Security in accordance with ITB 42.

19.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.4.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark them "ORIGINAL – TECHNICAL BID" and "ORIGINAL – PRICE BID". Alternative Bids, if permitted

in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original of the Technical Bid, the original of the Price Bid, each copy of the Technical Bid and each copy of the Price Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL – PRICE BID", "COPY– TECHNICAL BID", "COPY – PRICE BID", and "ALTERNATIVE", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

a) bear the name and address of the Bidder;

b) be addressed to the Employer in accordance with ITB 22.1; and

c) bear the specific identification of this bidding process specified in BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer, in accordance with ITB 25.7.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and ITB 24, the Employer shall publicly open and read out in accordance with ITB 25.5 all Technical Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening in accordance with ITB 25.7.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the opening of Technical Bids.

25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope substitution shall be permitted unless the corresponding substitution notice

contains a valid authorization to request the substitution and is read out at the opening of Technical Bids.

25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening of Technical Bids. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 25.1.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out:

(a) the name of the Bidder;

(b) whether there is a modification;

(c) the presence or absence of a Bid Security; and

(d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow Bidders sufficient time to make arrangements for attending the opening of Price Bids.

25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

25.10 All envelopes containing Price Bids shall be opened one at a time, reading out:

(a) the name of the Bidder;

(b) whether there is a modification;

(c) the Bid Prices, including any discounts and alternative Bids; and

(d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative Bids read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative Bids. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.

26.2 Any attempt by a Bidder to influence the Employer in the

evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

28 Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29 Preliminary Examination of Technical Bids

29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.

29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.

(a) Letter of Technical Bid;

(b) written confirmation of authorization to commit the Bidder;

(c) Bid Security; and

(d) Technical Proposal in accordance with ITB 16;

30 Qualification of the Bidder

30.1 The Employer shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if prequalification was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant ITB 17.

30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event if the assessment of the Bidder's qualification was conducted for the lowest evaluated Bidder only, in accordance with ITB 30.1, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

31. Determination of Responsiveness of Technical Bid

31.1 The Employer's determination of a Technical Bid's

responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.2.

31.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would

i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

ii. limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

31.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Nonmaterial Nonconformities

32.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

32.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall

not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section III, Evaluation and Qualification Criteria.

33. Correction of Arithmetical Errors

33.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS**.

35. Subcontractors

35.1 **Unless otherwise stated in the BDS,** the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).

35.2 In case Prequalification was not conducted prior to the bidding process, Bidders planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-2 and EXP-2(b) in Section IV, Bidding Forms. Such proposed specialist subcontractors(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation and Qualification Criteria.

35.3 In case Prequalification was conducted prior to the bidding process, the Bidder's Bid shall name the same specialist subcontractor(s) whose experience in the key activities was evaluated in the Prequalification, unless such change is explicitly approved by the Employer in accordance with ITB 17.2.

36. Evaluation of Price Bids

36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

36.2 To evaluate a Price Bid, the Employer shall consider the following:

(a) the Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3;

(f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria;

36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

36.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.

36.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

37. Comparison of Bids

37.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 36.2 to determine the lowest evaluated Bid.

38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Notification of Award

40.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Accepted Contract Amount"). At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

40.2 After a contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:

(a) name of each Bidder who submitted a Bid;

(b) Bid Prices as read out at Bid Opening;

(c) name and address of the successful Bidder;

(d) name and address of supplier; and

(e) award date and amount of the contract.

40.3 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

40.4 After notification of award, unsuccessful Bidders may request in writing to the Employer a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests a debriefing.

41. Signing of Contract

41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II : Bid Data Sheet (BDS)

A. General	
ITB 1.1	The number of the Invitation for Bids is: 02 (2021-22)/EE (EAP)-I
ITB 1.1	The Employer is: **DELHI JAL BOARD**
ITB 1.1	The name, identification and number of the lot(s) (contract(s) comprising this ICB are: 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, Package 3 (Central Zone) , single contract.
ITB 2.1	The Borrower is: The President of India
ITB 2.1	The number of the Loan Agreement is: ID-P225 The amount of a Japanese ODA Loan is: JPY 28,975,000,000 The signed date of the Loan Agreement is: October 29, 2012
ITB 2.1	The name of the Project is: Delhi Water Supply Improvement Project in Chandrawal Water Treatment Plant Command Area (ID-P225)
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.
ITB 3.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
ITB 4.5	This bidding is not subject to prequalification.
ITB 4.7	*Add new ITB 4.7 as;* "The Bidders shall not be in financial restructuring process under the Corporate Debt Restructuring or similar mechanism during bid evaluation and execution of contract."
B. Bidding Documents	
ITB 7.1	For **clarification purposes** only, the Employer's address is:

	Attention: Executive Engineer (EAP)-I , Delhi Jal Board: Govt of NCT of Delhi Street Address: Varunalaya Phase:I, Karol Bagh, Floor/Room number: 5th Floor / Room No.501 City: New Delhi ZIP Code: 110005 Country: India Telephone: 011-23554573 Facsimile number: 011 -23554573 Electronic mail address: eeeap1.djb@gmail.com
ITB 7.1	Responses to any request for clarification, if any, will be published on the Employer's web page.www.delhijalboard.nic.in
ITB 7.4	A Pre-bid meeting will take place at the following date, time and place: Time: 11.00 am 10/05/2021 Place: Varunalaya Phase II, Conf. Hall, Karol Bagh New Delhi – 110005 A site visit conducted by the Employer will be organized.
ITB 8.2	Addendum, if any, will be published on the Employer's web page.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English.
ITB 11.2 (h)	The Bidder shall submit with its Technical Bid the following additional documents: (i) Form – 6: Format for Affidavit which shall be signed and dated by the Bidder's authorized representative. (ii) The original **Bidding Documents Volume I, II, & IV** issued by Employer, duly stamped and initialed by the authorized signatory.
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: (i) The original Bidding Document **Volume III Price Bid** issued by Employer, duly stamped and initialed by the authorized signatory
ITB 13.2	Alternative times for completion will not be permitted.
ITB 14.1	*"the Bill of Quantities" is read as "the Bill of Quantities and the Price Schedules"*
ITB 14.2	*Replace this sub-clauses ITB 14.2 with:* "The Bidder shall fill in rates and prices for all items of the Works described in

	the Bill of Quantities and Price Schedules. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and Price Schedules and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities and Price Schedules shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison. Bidders shall quote for the entire construction works including portion of Design-Build and Operation and Maintenance (O&M) Services on a single responsibility basis such that the total Bid Price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design (Design-Build portion), construction, manufacture, including procurement and subcontracting (if any), delivery and installation for completion of the works, and Operation & Maintenance. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the entire system and, where so required by the Bidding Documents, the Insurances, the acquisition of all permits, approvals and licenses, and training services and such other items and services as shall be specified in the Bidding Documents, all in accordance with the requirements of the Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items. Bidder shall read careful and acknowledge the **"Bill of Quantities" and "Notes on Prices Schedules"** stated in Section IV Bid Form at the quotation of Price Proposal."
ITB 15.1	The currency(ies) of the Bid shall be as described below: The unit rates and prices shall be quoted by the Bidder in the Bills of Quantities and the Price Schedules separately in the following currencies: (i) for those inputs to the Works that the Bidder expects to supply from within the Employer's country, in Indian National Rupee (INR), the name of the currency of the Employer's country, and further referred to as "the local currency"; and (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"), in Japanese Yen (JPY), United States Dollar and/or Euro (EUR).
ITB 18.1	The Bid validity period shall be 150 days.
ITB 18.3 (a)	The Bid Price shall be adjusted by the following factor: Not Applicable.
ITB 19.1	The amount and currency of the Bid Security shall be INR 55,000,000.00 (Indian Rupees Fifty Five Million only) in favour of "Delhi Jal Board".
ITB 19.2(a)	If the BG is issued by Indian bank, the same shall be a bank named in the

	list of Scheduled Banks issued by Reserve Bank of India (RBI).
ITB 19.2 (d)	Other types of acceptable securities: None
ITB 20.1	In addition to the original of the Bid, the number of copies is four.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: A written Power of Attorney authorizing the signatory of the bid to commit for the bidder, signed by their legally authorized representatives.
ITB 20.3	*Add following sentence at end of this subparagraph;* "Each page of bids should be consecutive page numbered and initialled by the person signing the Bid."
D. Submission and Opening of Bids	
ITB 22.1	For **Bid submission purposes** only, the Employer's address is: Attention: Executive Engineer (EAP) -I Delhi Jal Board: Govt of NCT of Delhi, Street Address: Varunalaya Phase: I, Karol Bagh, Floor/Room number: Fifth Floor / Room No.501 City: New Delhi ZIP Code: 110005 Country: India **The deadline for Bid (and Application) submission is:** **Date: 25.06.2021** **Time: 3:00 PM**
.ITB 25.1	For **Bid opening shall take place at:** Attention: Executive Engineer (EAP) -I Delhi Jal Board: Govt of NCT of Delhi, Street Address: Varunalaya Phase: I, Karol Bagh, Floor/Room number: Fifth Floor / Room No.501 City: New Delhi ZIP Code: 110005 Country: India Date: 25.06.2021 Time: 3:15 PM
ITB 25.8	*Added sub-clause ITB 25.8*

	The Employer will notify the unsuccessful bidder in writing after the award of the contract.
E. Evaluation, and Comparison of Bids	
ITB 34.1	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: Indian National Rupee (INR) only. The source of exchange rate shall be: the Reserve Bank of India (RBI). The date for the exchange rate shall be: 28 days prior to the date of Bids submission specified in ITB 22.1. The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is payable (excluding Provisional Sums) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.
ITB 35.2	Form ELI-2 read as Form ELI-1.2 and Form EXP-2(b) read as Form EXP-4.2(b)

Section III : Evaluation and Qualification Criteria (EQC)

1 Single-Stage: Two-Envelope Bidding Procedure

2 Evaluation of Technical Bids

2.1 Qualification

2.1.1 Conditions of Qualification Criteria

(i) Exchange Rate for Qualification Criteria

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

(a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective financial year.

(b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in BDS 34.1 or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

(ii) Specialist Subcontractor

The Specialist Sub-contractor for this Contract purpose is meant for an agency (a contractor/ manufacturer/ supplier) who associates with the Bidder before submitting the Bid by way of an agreement or firm commitment to perform any specified job under this Tender as allowed for to be performed by the Specialist Sub-contractor. In such a case, the past experience of the agency (Specialist Sub-contractor) would be considered for evaluation of the Bids for that respective qualification criteria.

If the Bidder is planning to subcontract any of the key activities indicated in item 4.2 (b) Specific Construction Experience in the key Activities of Sub-Clause 2.1.2 Qualification Criteria in this section, he shall clearly identify the proposed specialist subcontractor(s) in accordance with ITB 35.2.

2.1.2 Qualification Criteria:

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	**Factor**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with ITB Sub-Clause 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in ITB Sub-Clauses 4.2	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Technical Bid
1.3	**JICA Ineligibility**	Not having been declared ineligible by JICA, as described in ITB Sub-Clause 4.4	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Technical Bid Form ACK
2. Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Non-performance of a contract[(i)] did not occur as a result of contractor's default since 1st January 2020	Must meet requirement[(ii)]	N/A	Must meet requirement[(ii)]	N/A	Form CON – 2
2.2	**Pending Litigation**	All pending litigation shall in total not represent more than 50% of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement[(ii)]	N/A	Must meet requirement[(ii)]	N/A	Form CON – 2
2.3	**Litigation History**	No consistent history of court/arbitral award decisions against the	Must meet requirement[(ii)]	N/A	Must meet requirement[(ii)]	N/A	Form CON – 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Factor**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		Bidder[(iii)] since 1st January2016					

Notes for the Bidder

(i) Non-performance, as decided by the Employer, shall include all contracts

(a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and

(b) that were so challenged but fully settled against the contractor.

Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

(ii) This requirement also applies to contracts executed by the Bidder as a JV member.

(iii) The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution since Jan 1st, 2016. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

3. Financial Situation

3.1	**Financial Performance**	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) financial years prior to Bid submission deadline shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its long-term profitability. As the minimum requirement, a Bidder's	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 3.1 with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Factor**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		net worth calculated as the difference between total assets and total liabilities should be positive.					
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of **USD 50.4 Million** calculated as total certified payments received for contracts in progress and/ or completed, within the last 5 financial years, divided by 5 years. The construction turnover will include turnover achieved from construction and operation & maintenance activities.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN – 3.2
3.3	**Financial Resources**	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD **8.4 Million** for the subject contract(s) net of the Bidders other commitments.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIR – 1
		(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR – 1 and FIR – 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Factor**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		contract commitments.					
3.4	**Financial Restructuring**	The bidder shall not be currently in the process of financial restructuring under Corporate Debt Restructuring or similar mechanism.	Must meet requirement	N/A	Must meet requirement	N/A	Form-6 Format for Affidavit
4. Experience							
4.1	**General Construction Experience**	Experience for completed / ongoing construction contracts in the role of prime contractor (single entity or JV member), or management contractor**(i)** for at least 5 years starting 1st January2016.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1 with EXP-5 (vii)
4.2 (a)	**Specific Construction Experience**	The following experience of similar**(ii)** contracts that have been satisfactorily and substantially(iii) completed as a prime contractor (single entity or JV member) **(iv)** between 1st **January 2011** and Bid submission deadline. **Pipe Works**: The contract(s) including supply, construction, installation, testing and commissioning of a new/rehabilitation	Must meet requirement	Must meet requirement(v)	N/A	N/A	Form EXP – 4.2 (a) with EXP-5(vii)

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Factor**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		of Water Supply Pipeline Systems in at least; a) one contract of not less than the length of 350 km with CI/MS/DI pipes, out of which 90 km shall be of diameter 350 mm and above, or b) two contracts each of not less than the length of 235 km with CI/MS/DI pipes, out of which each of 60 km shall be of diameter 350 mm and above, or c) three contracts each of not less than the length of 175 km with CI/MS/DI pipes, out of which each of 45 km shall be of diameter 350 mm and above.					
4.2 (b)	**Specific Construction Experience in the key Activities:**	For the above or other contracts completed and under implementation as prime contractor (single entity or JV member)[(iv)] or management contractor or subcontractor between **1st January 2011** and Bid submission deadline, a minimum construction experience in the following key activities successfully completed.	-	-	-	-	-

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Factor**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
	(i) Rehabilitation of Existing Pipe	Networks including Service Connection: Rehabilitation of existing distribution networks by targeting the reduction of NRW/UFW as per the DMA or zoning concepts. The overall number of service connections shall be a minimum of 35,000 or serving 175,000 population in single Contract.	Must meet requirement (can be a specialist subcontractor[(vi)])	Must meet requirement [(v)] (can be a specialist subcontractor[(vi)])	N/A	N/A	Form EXP – 4.2 (b) with EXP-5[(vii)]
	(ii) Under Ground Reservoir (UGR/GR)	Construction, Testing & commissioning of water retaining structures with a cumulative capacity of 50 ML in not more than 2 contracts	Must meet requirement (can be a specialist subcontractor[(vi)])	Must meet requirement [(v)] (can be a specialist subcontractor[(vi)])	N/A	N/A	Form EXP – 4.2 (b) with EXP-5[(vii)]
	(iii) Pumping System	Design, Supply, Installation, Testing & Commissioning of pumping systems with a cumulative capacity of 1500 KW water supply systems	Must meet requirement (can be a specialist subcontractor[(vi)])	Must meet requirement [(v)] (can be a specialist subcontractor[(vi)])	N/A	N/A	Form EXP – 4.2 (b) with EXP-5[(vii)]

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Factor**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
	(iv) SCADA	Design, supply, installation, testing & commissioning of SCADA for Water Supply System; at least one contract should include transmission and distribution with managing more than one UGR / SR serving a minimum 35,000 number of service connections or 175,000 population.	Must meet requirement (can be a specialist subcontractor[vi])	Must meet requirement [v] (can be a specialist subcontractor[vi])	N/A	N/A	Form EXP – 4.2 (b) with EXP-5[vii]
	(v) O&M	O&M of Water Supply System with at least one contract including O&M of DMA/Zone based water distribution system in a project area serving a minimum of 35,000 house service connections or 175,000 population for a minimum period of 1 year including DNP. Bidder should have experience in NRW/UFW reduction, customer meter reading in same or different projects.	Must meet requirement (can be a specialist subcontractor[vi])	Must meet requirement [v] (can be a specialist subcontractor[vi])	N/A	N/A	Form EXP – 4.2 (b) with EXP-5[vii]

Notes for the Bidder

(i) A management contractor is a firm which takes on the role of contract management as a "general" contractor could do. It does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.

(ii) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Scope of Works. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

(iii) Substantially completed contract shall be considered which shall be based on 80% or more of the works completed under the contract.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	**Factor**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
(iv)	For contracts under which the bidder participated as a JV member, only the Bidder's share, by value of contract, physical size, complexity, methods/technology and/or other characteristics, shall be considered to meet this requirement.						
(v)	In case of a JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value equal or more than the minimum value required, shall be aggregated.						
(vi)	For contracts under which the bidder participated as a JV member or subcontractor shall be considered to meet this requirement. The proposed Specialist Subcontractor's experience in similar capacity elsewhere will be considered.						
(vii)	The Bidder shall furnish the certificate for the component certified by employer (end user), details shows in the certificate to be specified required information (as per form EXP-5 in Section IV Bid Forms). If no evidence is furnished in the Bid, the Employer shall not be considered. In case of any foreign experience being claimed by the Bidder, the Bidder shall submit copies of such Experience Certificates issued by the client (authorized signatory of the client) with self-certification by declaration on affidavit. In case the Experience Certificate issued by the authorized signatory of Client is in a language other than English, the Bidder shall also submit the translation of such Experience Certificate from other languages to English with self-certification. The Bidder shall also submit the Email ID and Telephone Nos. of the concerned client.						

2.2 Technical Proposal

2.2.1 Assessment of adequacy of Technical Proposal with Requirements

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, material sourcing and proposed technology in sufficient detail and fully in accordance with the requirements stipulated in Section VI Works Requirements.

In order to reach such a determination, the Employer will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

Each Technical Proposal will be given a Responsive/ Non-Responsive, criteria for the evaluations of all forms required in the Technical Proposal in Section IV, Bid Forms. A Proposal may be considered "Non-Responsive" at this stage if it does not respond to all aspects of the technical requirements of the Bid documents, particularly the Section VI Works Requirements, or if it fails any items specified in ITB 11.2 including each of the Forms of Technical Proposal in Section IV. Nonconformity to technical requirement, which are justifiable grounds for rejection of a Bid are as follows;

(a) Failure to comply with complete requirement in this section (item 2.2.2, 2.2.3 and 2.2.4 below);

(b) Inadequate contents in the Forms (e.g., failure to bid for the required scope of work, failure to quote for major items, failure to meet major technical requirements and presentation of absolutely unrealistic and inadequate implementation Plans and schedules regarding performance); and

(c) Failure to provide evidence (s) including certificate (s) if required in the Form, will be determined as "Non-Responsive" for the Form.

Technical particulars

Bidder shall state the Schedule of Technical Particulars, like Mechanical Works, Electrical Works, Instrumentation Works, etc. in the formats indicated in 'Section IV : Bidding Forms' of the proposed facilities in respect to the Works Requirements. Plant and equipment offered shall have a minimum (or maximum, as the case may be) level of functional guarantees specified in the Works requirements to be considered responsive. Bids offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified will be rejected.

2.2.2 Time Schedule

Time to complete the Plant and Installation Services from the effective date specified in Section II Bid Data sheet, and the plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Section VI Works requirements. Bidders submitting bids deviate from specified time schedule will be rejected.

2.2.3 Personnel

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

No.	Position	Qualification	Total Work Experience (years)*	Experience in Similar Works(years)*
1	Project Manager	Graduate in Civil/Electrical/Mechanical Engineering with experience in Project Management	15	10
2	SCADA Engineer for Transmission and Distribution Infrastructure	Graduate in Electronics Engineering/ Information Technology/ Control Engineering/ Computer Science or equivalent.	10	5 detail requirement in Note 2 below
3	Quality Control Engineer	Graduate in Civil Engineering	10	5
4	Health & Safety (Accident Prevention) Officer	Graduate in Engineering	5	3
5	Trenchless Technology Engineer	Graduate in Engineering	10	5
6	O&M Manager	Graduate in Electrical /Mechanical Engineering.	15	10

* Years are estimated as on Bid submission date.

Note:

1) The above staff should all be full time employees of the bidder's firm or proposed specialist subcontractor. The firms should submit the evidence of employee's employment as regular staff.

2) SCADA Engineer should have experience at least 5 years design to enable 24x7 equitable and continuous distribution of potable Water Supply Systems with integrated SCADA systems covering Transmission and Distribution infrastructure system.

3) O&M Manager should have Minimum 15 years of experience in 24x7 equitable and continuous Potable Water Supply Systems with the following specific experience.

   - 5 years in O&M of water supply systems with integrated SCADA systems covering Transmission and Distribution infrastructure, including Demand forecasting & planning and Distribution works.
   - He/she should have experience to perform supervise the following functions/activities with constant level of data from each zones, (DMAs).
   - To prepare general guidelines on optimization of flow and pressure in each of the Zones/DMAs from equitable distribution point of view and monitor the

compliance on the same by the respective distribution SCADA operators.

- To modify water supply control and management plan responding to the change of WTP capacity, and
- To instruct the total operation for all UGRs and BPSs under unexpected situations such as accidents, water quality trouble or water shortage.
- To operate and analyse the Applications software such as Energy Management, Water Loss Management System etc.

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

2.2.4 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Excavator (Medium rock)	1
2	Dewatering pumping system	6
3	Detector (underground)	5
4	Shovel / Loader	3
5	Pneumatic soil Consolidator	3
6	Crane (10 tonne capacity)	1
7	Concrete mixer machine (Electrical / Diesel)	2
8	Dump trucks / Tipper	4
9	Transmission pipe Fabrication (MS pipe rolling machine)	1
10	Tower Crane	1

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms. Bidder shall provide written assurance by equipment supplier that each piece of equipment will arrive on time at site.

3 Evaluation of Price Bids

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

The evaluated cost of quantifiable nonconformities is determined as follows: Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids, except for the omissions stated in ITB 14.2 which shall be treated in accordance with said clause.

3.2 Other Factors

The following factors and methods will apply under ITB 36.2 (f):

(a) Operation and Maintenance Costs

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

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

(i) Lowest Life Cycle (LLC) Period: 12.67 years, consisting of 2.67 years O&M of existing system and as build, and 10 years Full O&M period (existing and new)

Discounting factor for calculating present value of all future annual costs will be 10%. The formula shall be as follows.

PV = QP [1÷(1+ i)^n]

Wherein

PV= Discounted present Value
QP= Quartered price (Annual Future Value)
i = Discount rate i.e. 10%
n= No. of years for calculating the Present Value starting from first year of construction as 1.

(ii) Operation and Maintenance (O&M) costs including all spare parts, the Bidder's O&M cost furnished for the period of 12.67 years, 2.67 years construction (consisting of O&M of existing system and as build) and 10 years Full O&M period (the entire system of existing and new)

(iii) Energy Cost: The estimated total cost of the electricity required by the facilities during O&M period.

- The power consumed by the equipment supplied as a part of the facilities, based on calculations of the operating efficiencies and power consumption of all electrically-operated Plant and equipment at their rated outputs as per calculation sheet available in document.

- The evaluation will use the current rates (INR7.2 per KVA) which are being charged by the Power Company

Note:
The Operation & Maintenance works as defined in this Bid Documents during the Preparatory Period will continue to be carried out by the Employer but this Task will shift to the Contractor right after the end of the Preparatory Period. The Bidder should consider on the following stages of the O&M as per the Section VI Works requirements;

Stage 1: O&M during the Preparatory Period from the commencement date:- 4 months. This will be done by the Employer

Stage 2: O&M after preparatory period till end of Construction Period:- 2 years 8 months. The works in this period would include;

- *O&M of existing system*
- *O&M of newly constructed facilities. As per work and completion plan.*

Stage 3: O&M of all new and old facilities under this Package 3 area :- 10 years from the Taking-Over Certificate of entire Package3 completed.

(b) Functional Guarantees of the Plant and Installation Services

Bidder shall state the functional guarantees in a format indicated in Section IV Bidding Forms (e.g. performance, efficiency, consumption) of the proposed facilities in respect to the Works Requirements. Plant and equipment offered shall have a minimum (or maximum, as the case may be) level of functional guarantees specified in the Works requirements to be considered responsive. Bids offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified will be rejected.

Section IV : Bidding Forms–Technical Bid (BFTB)

Note: The Bidding Forms – Price Bid (Letter of Price Bid, Schedule of Price Adjustment Data and Price Proposal), are in the Volume III of Bidding Documents

Letter of Technical Bid

Date: *[insert date of Bid submission]*
Loan Agreement No.: ID-P225
IFB No.: NIT NO. 02 (2021-22)/EE(EAP)-I

To: Delhi Jal Board, Govt of NCT of Delhi

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8). *[Insert the number and issuing date of each addendum]*;

(b) We, including subcontractors meet the eligibility requirements in accordance with ITB 4 and ITB 5;

(c) We, including subcontractors have no conflict of interest in accordance with ITB 4;

(d) We offer to execute in conformity with the Bidding Documents the following Works: 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, Package 3 (Central Zone)

(e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c), other than alternative Bids submitted in accordance with ITB 13; and

(g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder***** *[insert complete name of person signing the Bid]*

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

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

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

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

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

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

Qualification Forms

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included hereunder:

Table of Qualification Forms:

Form ELI -1.1: Bidder Information Form

Form ELI -1.2: Bidder's Party Information Form

Form ELI -2: Joint Venture Agreement / Letter of Intent

Form CON – 2: Historical Contract Non-Performance

Form FIN - 3.1: Financial Situation

Form FIN - 3.2: Average Annual Construction Turnover

Form FIR -1: Financial Resources

Form FIR -2: Current Contract Commitments

Form EXP - 4.1: General Construction Experience

Form EXP - 4.2(a): Specific Construction Experience

Form EXP - 4.2(b): Specific Construction Experience in Key Activities

Form EXP – 5: Format for Experience Certificates

Form ELI -1.1: Bidder Information Form

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

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

Form ELI -1.2: Bidder's Party Information Form

[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process]

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

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

Form ELI -2: Sample Joint Venture Agreement / Letter of Intent

To: .....

.....

[name and address of the Employer]

The undersigned of this declaration of cooperation are by means of attached Powers of Attorney legally authorized to act with regard to _____*[name of the Project]* and on behalf of their organizations.

They hereby declare:

1. that they will legalize *[insert either "a Joint Venture Agreement" or "the intent to enter into Joint Venture Agreement"]* form in case that a Contract for the _____*[name of the Project]* is awarded to their group;

2. that they have nominated _____ [*name of the lead partner*] as the Sponsor Firm of the group for the purpose of this Bid;

3. that they authorized Mr./Ms. _____ [*name of the person who is authorized to act as the Representative on behalf of the Joint Venture*] to act as the Bidder's Representative in the name and on behalf of their group.

4. that all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract;

5. that this Joint Venture is an association constituted for the purpose of the execution of the _____ [name of the Project] under this Contract;

6. that if the Employer accepts the Bid of this Joint Venture, it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer;

7. that each partner's share of the Work, stated as percentage of the total contract amount, shall be as follows:

Name of Partner	Share of the Scope of Work (as percentage of the contract and Scope of Work)
1. Lead Partner	
2. Partner	
3. Partner	
4. Partner	
Total	100

Give names and positions of the proposed Joint Venture Representatives, as well as organization's names and addresses:

1.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

2.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

3.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

4.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

5.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

[*An authorized representative of each member of the JV shall sign, in which case the power of attorney to sign on behalf of each members shall be attached.*]

Form CON – 2: Historical Contract Non-Performance

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

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

1. History of Non-Performing Contracts

Non-Performing Contracts			
☐ Contract non-performance did not occur during the stipulated period in accordance with Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 2.1. ☐ Contract(s) not performed during the stipulated period in accordance with Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 2.1 as indicated below.			
Year	**Non performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and USD equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name, number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert amount]*

2. Pending Litigation

Pending Litigation				
☐ No pending litigation in accordance with Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 2.2. ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 2.2 as indicated below.				
Year of dispute	**Amount in dispute**	**Outcome as Percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and USD equivalent)**
[insert year]	*[insert amount]*	*[insert percentage]*	Contract Identification: *[indicate complete contract name, number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

3. Litigation History

Litigation History
☐ No court/arbitral award decisions against the Bidder during the stipulated period in accordance with Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 2.3.
☐ Court/ arbitral award decisions against the during the stipulated period in accordance with Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 2.3 as indicated below.

Year of award	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and USD equivalent)**
[insert year]	Contract Identification: *[indicate complete contract name, number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Employer" or "Contractor"]* Status of dispute: *[indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

Form FIN - 3.1: Financial Situation

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

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

1. Financial data

Type of Financial information in (currency)	**Historic Information for Previous 5 years (should be filled out by amount & currency and USD equivalent)**				
	Year 1	Year 2	Year 3	Year 4	Year 5
Exchange Rate* (Rate & Currency per USD1.00)					
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

(This format should be certified by the Statutory Auditor or the Chartered Accountant of Bidder / Bidder's Party)

2. Financial documents

The Bidder and its members shall provide copies of financial statements for 5 years pursuant to Section III, Qualifications Criteria and Requirements, EQC 2.1.2 Sub-Factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of a JV, of each member, and not of an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements** for the 5 years required above, and complying with the requirements.

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

In case of a Bidder that is a parent company/corporation having capital ties with its sister companies, the submission of its consolidated balance sheets should be required.

Form FIN - 3.2: Average Annual Construction Turnover

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

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

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

(This format should be certified by the Statutory Auditor or the Chartered Accountant of Bidder / Bidder's Party)

** Total USD equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 3.2.

Form FIR -1: Financial Resources

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

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

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 3.3.]

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

(This format should be certified by the Statutory Auditor or the Chartered Accountant of Bidder / Bidder's Party)

☐ Attached are copies of Financial Resources required above, and complying with the requirements.

Form FIR -2: Current Contract Commitments

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

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

[Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 3.3.]

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

(This format should be certified by the Statutory Auditor or the Chartered Accountant of Bidder / Bidder's Party)

Form EXP - 4.1: General Construction Experience

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

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

[Identify contracts that demonstrate continuous construction work over the past 5 years pursuant to Section III, Qualification Criteria and Requirements, EQC 2.1.2 Sub-Factor 4.1.List contracts chronologically, according to their commencement (starting) dates.]

General Construction Experience			
Starting Year	**Ending Year**	**Contract Identification**	**Role of Bidder**
[indicate year]	*[indicate year]*	Contract name: *[insert full name]* Brief description of the Works performed by the Bidder: *[describe Works performed briefly]* Amount of contract: *[insert amount in currency, mention currency used, exchange rate and USD equivalent*]* Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]*	*[insert "Prime Contractor (single entity or JV member)" or "Subcontractor" or "Management Contractor"]*

In case of JV, each member shall provide copy (ies) of JV agreement to be specified share and Role of Bidder.

Form EXP - 4.2(a): Specific Construction Experience

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

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

[Fill out one (1) form per contract.]

Contract of Similar Size and Nature			
Similar Contract No. *[insert number]* of *[insert number of similar contracts required]*	**Information**		
Contract Identification	*[insert contract name and Reference ID number, if applicable]*		
Award Date	*[insert day, month, year, e.g., 15 June, 2015]*		
Completion Date	*[insert day, month, year, e.g., 03 October, 2017]*		
Role in Contract *[check the appropriate box]*	**Prime Contractor**		
	Single entity ☐		JV member ☐
Total Contract Amount	*[insert total contract amount and currency(ies)]*		USD*[insert exchange rate and total contract amount in USD equivalent]**
If member in a JV, specify participation in total Contract amount	*[insert a percentage amount]*	*[insert total contract amount and currency(ies)]*	USD*[insert exchange rate and total contract amount in USD equivalent]**
Employer's Name:	*[insert full name]*		
Address: Telephone/Fax Number: E-mail:	*[indicate street / number / town or city / country]* *[insert telephone/fax numbers, including country and city area codes]* *[insert E-mail address, if available]*		
Similar Contract No. [*insert number*] of [*insert number of*	**Information**		

similar contracts required]	
Description of the similarity in accordance with EQC 2.1.2 Sub-Factor 4.2(a) of Section III:	
1. Physical Size of required works items	*[insert physical size of items]*
2. Complexity	*[insert description of complexity]*
3. Methods/Technology	*[insert specific aspects of the methods/technology involved in the contract]*
4. Other Characteristics	*[insert other characteristics as described in Section VI, Scope of Works]*

Note: In case of JV or Specialist Subcontractor, each member (or Specialist Subcontractor) shall provide copy of JV agreement (or Contract if Specialist Subcontractor) to be specified share and Role of Bidder.

Form EXP - 4.2(b): Specific Construction Experience in Key Activities

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

[Fill out one (1) form per contract.]

Key Activity No. (1) _____: *[insert brief description of the Activity, emphasizing its specificity]*

Total Quantity of Activity under the contract: _____

Contract with Similar Key Activities				
Item	**Information**			
Contract Identification	*[insert contract name and number, if applicable]*			
Award Date	*[insert day, month, year, e.g., 15 June, 2015]*			
Completion Date	*[insert day, month, year, e.g., 03 October, 2017]*			
Role in Contract *[check the appropriate box]*	Prime Contractor		Management Contractor ☐	Subcontractor ☐
	Single entity ☐	JV member ☐		
Total Contract Amount	*[insert total contract amount in local currency]*		USD *[insert Exchange rate and total contract amount in USD equivalent]**	
Description of the similarity in accordance with Sub-Factor 4.2(b) (i) to (iv) of Section III:				
Employer's Name:	*[insert full name]*			

Address:	*[indicate street / number / town or city / country]*
Telephone/Fax Number:	*[insert telephone/fax numbers, including country and city area codes]*
E-mail:	*[insert E-mail address, if available]*

Note: In case of JV or Specialist Subcontractor, all members (or Specialist Subcontractor) shall provide copy(ies) of JV agreement (or Contract if Specialist Subcontractor) to be specified share and Role of Bidder.

2.Activity No.(2) _____

3. Activity No. (3) _____

Form EXP – 5: Format for Experience Certificates

(To be self-attested by the Bidder)

The Contractor should submit the experience certificates from the respective employer (end user) containing the following information:

1. Name of Work
2. Location
3. Scope of Work
4. Capacity
5. Cost of Work
6. Name of Employer
7. Details of Employer (Department, address, telephone number, email id)
8. Duration of Work
9. Scheduled date of start of Work
10. Schedule date of completion of Work
11. Actual date of start of Work
12. Actual date of completion of Work
13. Delay, if any
14. Amount of penalty, if any
15. Present status of Work
16. Performance of Work

Technical Proposal

To establish its Technical Proposal to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included hereunder:

Table of Technical Proposal Forms:

Form TECH-1: Site Organization

Form TECH-2: Method Statement

Form TECH-3: Mobilization Schedule

Form TECH-4: Construction and 'Operation & Maintenance' Schedule

Form TECH-5: Safety and Environmental Management Plan

Form TECH-6: Transmission Mains

Form TECH-7: UGRs and BPSs (Design - Build)

Form TECH-8: SCADA - Transmission and Distribution System (Design- Build)

Form TECH-9: Operation and Maintenance

Form PER -1: Proposed Personnel

Form PER -2: Resume of Proposed Personnel

Form EQU: Equipment

Form TP: Schedule of Technical Particulars

Form TECH-1: Site Organization

[The bidder shall submit a detailed plan of Site Organization, including the followings;

- *Organization Chart (should include all key positions).*
- *Authorized person and his responsibilities like Contractual, financial and Technical.*
- *Management / responsibility structure with staff positions.*
- *Site Office structure.*
- *Licenses / permissions for execution of the Works (issued by Authority of origin or equivalent i.. e. issued for previous projects)*
- *Others*

Note: In-adequate contents of such Site Organization plans shall be deemed as "Non-Responsive" at Technical Evaluation.]

Form TECH-2: Method Statement

[The Bidder must demonstrate adequate execution plans (method statement) to achieve completion of all scope of work with certain definite requirements described in the Bidding Documents, including the followings;

- *During Design (Design-Build Portion)*
- *Construction method (including Temporary Works and the Permanent Works);*
- *QA/QC Plan.*
- *Contract management methodology.*
- *Construction schedule, monitoring & control System. Provision of Software and it's output information for control & management purpose.*
- *Others*

Note: Inadequate contents of such execution plans would result in "Non-Responsive" at Technical Evaluation.]

Form TECH-3: Mobilization Schedule

[The bidder shall write –up detailed Mobilization Schedule, including the following;

- *Advance Payment Utilization Plan*
- *Design stage activities including for the 'Design-build Portion' namely UGR's & BPS's.*
- *Deployment schedule of key staff*
- *Employment schedule for Skilled and non- skilled labour*
- *Deployment schedule and list of plant, equipment and materials,*
- *Schedule of applications and permissions required for the Works,*
- *Others*

Note: Inadequate contents of such execution plans would result in "Non-Responsive" at Technical Evaluation.]

Form TECH-4: Construction and 'Operation & Maintenance' Schedule

[The Bidder must submit schedules to achieve completion of all works and breakdown of work items as per requirements described in the Bidding Documents and as under;

- *Detailed Construction Schedule (Bar chart) shall be planned for each works Section 1 shown in the 'Section VIII - Particular Conditions' and shall have detailed breakdown by the major activities as per the 'Section VI - Works Requirements'.*
- *Detailed Operation and Maintenance Schedule (Bar chart) shall be planned for each works Section 2 shown in the 'Section VIII - Particular Conditions' and shall have detailed breakdown by the major activities according to the 'Section VI - Works Requirements'. The operation and maintenance schedule during the construction phase shall correspond to the activities of construction schedule.*
- *Table of Milestones shall cover major items like 'quantities' and 'completion dates'*

Note: Inadequate contents of such Construction Schedule would result in "Non-Responsive Bid" at Technical Evaluation.].

Form TECH-5: Safety and Environmental Management Plan

[The Bidder should demonstrate that it has the proposed Safety and Environmental Management Plan that meets the requirements in the 'Section VI - Works Requirements'. The Employer (end user) certificate (s) should be attached which specifies same proposed Plant with successful completion or operation.

Note: Inadequate contents of such execution plans would result in "Non-Responsive Bid" at Technical Evaluation.].

Form TECH-6: Transmission Mains

[The Bidder shall provide adequate information and shall demonstrate clearly that fabrication of MS pipes shall meet the requirements in the 'Section VI - Works Requirements'.

Note: Inadequate contents of such execution plans would result in "Non-Responsive Bid" at Technical Evaluation.]

Form TECH-7: UGRs and BPSs (Design - Build)

[The Bidder shall provide adequate information and shall demonstrate clearly that it has all the arrangements to meet the requirements in the 'Section VI - Works Requirements'.

- *Proposed execution plan and utilization schedule of facilities with details.*
- *Construction/Rehabilitation Methodology for UGR's and BPS's*
- *Proposed list of manufactures/ vendors for major equipment.*
- *Others*

Note: Inadequate contents of such execution plans would result in "Non-Responsive Bid" at Technical Evaluation.]

Form TECH-8: SCADA - Transmission and Distribution System (Design- Build)

[The Bidder shall provide adequate information and give execution plan to demonstrate clearly of his capability to meet the requirements in the 'Section VI - Works Requirements

The following components of work shall be constructed in Design and Build basis.

1. *SCADA Systems*
2. *Rehabilitation and/or Construction of UGRs*
3. *Rehabilitation and/or Construction of Booster Pumping Stations*

The Bidder shall explain on the design philosophies, construction methodologies and main technical features of the product/output to be delivered under the contract.

Note: Inadequate contents of such execution plans would result in "Non-Responsive Bid" at Technical Evaluation.]

Form TECH-9: Operation and Maintenance

[The Bidder shall demonstrate for each of the following periods & activities, the proposed Operation and maintenance plan (including method, system, activities and manpower deployment, repair & maintenance and other benefit to the Employer) that meets the requirements in the 'Section VI - Works Requirements', including followings.

- *Preparatory Period*
- *Physical Operation and Maintenance Period*
  - *existing system,*
  - *during construction, and*
  - *full operation and maintenance.*
- *Booster pumping stations and standby power supply units*
- *UGRs &BPS's*
- *Solar energy system*
- *Primary, secondary and tertiary water network*
- *Local Water Management Centre (LWMC)*
- *Meters & Service connections*
- *Water loss reduction*

Note: Inadequate contents of such execution plans would result in "Non-Responsive Bid" at Technical Evaluation.]

Form PER -1: Proposed Personnel

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

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 2.2.3]

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

*As listed in Section III.

Form PER -2: Resume of Proposed Personnel

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

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

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

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

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

*****Relevant technical and management experience should be as detailed to verify for adequate experience relating proposed position. Inadequate contents of such experience would result in "Non-Responsive" at Technical Evaluation.

Form EQU: Equipment

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

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 2.2.4. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. Bidder should provide a written assurance by owner that each item of equipment will be in time at site.]

Item of equipment		
Equipment information	**Name of manufacturer**	**Model and power rating**
	Capacity	**Year of manufacture**
Current status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** ☐ **Owned** ☐ **Rented** ☐ **Leased** ☐ **Specially manufactured**	

Omit the following information for equipment owned by the Bidder.

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

Form TP: Schedule of Technical Particulars

(To be filled in by the Bidders)

PREAMBLE TO TECHNICAL PARTICULARS:

1. Particulars called for in this Schedule shall be fully completed by the Contractor at the time of tendering.

2. Manufacturer's literature shall be submitted with the Tender, giving full specifications of equipment offered. Where further details of the Contractor's proposals are submitted in any document accompanying the Tender, such details shall comply with the Specification.

3. Particulars entered by the Contractor in the Schedules shall form a binding part of the Contract and shall not be altered without the approval of the Engineer.

4. The Engineer may at any time during the progress of the Contract require the Contractor to provide extra details of any part of the Works, and the Contractor shall forthwith provide such details when requested by the Engineer in writing.

5. Entries shall be deemed to refer to the specified Works unless explicitly stated otherwise. Any particulars covering other options or alternative proposals shall be entered in similar details either in the places provided in the Schedules or on a clearly labelled separate sheet(s) of paper appended to the Schedules.

6. Inadequate contents of each Form may result in “Non-Responsive Bid” at Technical Evaluation.

A. Technical Particulars : Instrumentation Works

S. No.	Description	Unit	Particulars
1	**Electro- Magnetic Flow Meter**		
1.1	Make		
1.2	Type		
1.3	Maximum Operating Pressure & Temperature		
1.4	Reference Standards		
1.5	Material of Construction		
1.5.1	Electrodes		
1.5.2	Flanges		
1.5.3	Meter Tube lining		
1.6	Accuracy of flow measurement		
1.7	Degree Of Protection		
1.8	Flow Transmitter Type		
1.9	Data Retention Time during power failure in Flow Transmitter EEPROM		
2	**Instrument Cables**		
2.1	Make		
2.2	Ref. Standard		
3	**Consumer/Domestic Water Meters**		
3.1	Make		
3.2	Type		
3.3	Reference Standards		
3.4	MOC		
3.5	Accuracy and Maximum Scale		
3.6	Display		
3.7	Degree Of Protection		
3.8	Operating Pressure &temperature		
4	**Conductivity Type Level Switches**		

S. No.	Description	Unit	Particulars
4.1	Make		
4.2	Type		
4.3	Reference Standards		
4.4	MOC		
4.5	Accuracy		
4.6	Degree Of Protection		
5	**Ultrasonic type Level Transmitter**		
5.1	Make		
5.2	Type		
5.3	Reference Standards		
5.4	MOC		
5.5	Accuracy		
5.6	Degree Of Protection		
6	**Pressure Transmitter**		
6.1	Make		
6.2	Type		
6.3	Reference Standards		
6.4	MOC		
6.5	Accuracy		
6.6	Degree Of Protection		
6.7	Operating Pressure & Temperature		
7	**Pressure Switches**		
7.1	Make		
7.2	Reference Standards		
7.3	MOC		

S. No.	Description	Unit	Particulars
7.4	Accuracy		
7.5	Degree Of Protection		
8	**On-line Residual Chlorine Analyzer**		
8.1	Make		
8.2	Model No./Type		
8.3	Reference Standards		
8.4	Accuracy		
8.5	Degree Of Protection		
9	**On-line Turbidity Analyzer**		
9.1	Make		
9.2	Type		
9.3	Reference Standards		
9.4	Accuracy		
9.5	Degree Of Protection		

B. Technical Particulars : SCADA Works

S. No.	Description	Unit	Particulars
1.	**Zonal SCADA Centre Hardware**		
1.1	**Redundant Server-Router system**		
1.1.1	Manufacturer		
1.1.2	Processor Type, speed		
1.1.3	RAM capacity, type		
1.1.4	Hard disk capacity, type		
1.1.5	Operating system		
1.2	**Redundant Data Storage System**		
1.2.1	Manufacturer		
1.2.2	Data Storage type		
1.2.3	Make, type and capacity of additional removable hard disk storages		
1.3	**Web-Server**		
1.3.1	Manufacturer		
1.3.2	Processor Type, speed		
1.3.3	RAM capacity, type		
1.4	**Workstation**		
1.4.1	Manufacturer		
1.4.2	Processor Type, speed		
1.4.3	RAM capacity, type		
1.4.4	Hard disk capacity, type		
1.4.5	Screen dimension; viewing angle; resolution		
1.4.6	Operating system		

S. No.	Description	Unit	Particulars
1.5	**Programmer notebook**		
1.5.1	Manufacturer		
1.5.2	Processor Type, speed		
1.5.3	RAM capacity, type		
1.5.4	Hard disk capacity, type		
1.5.5	Screen dimension; resolution; viewing angle		
1.5.6	Operating system		
2	**Automation and SCADA Software**		
2.1	**SCADA Software**		
2.1.1	Manufacturer		
2.1.2	SCADA Software		
2.2	**Application Software**		
2.2.1	Water Demand and Forecasting		
2.2.2	Water Leakage Management		
2.2.3	Water Distribution and Pressure Management Software		
2.2.4	Energy Management		
3	**Dual Data & Voice Transmission**		
3.1	Type		
3.2	Make		
3.3	Speed; bandwidth; single or multi- mode		
3.4	Power Supply		
4	**RTU Stations**		
4.1	**RTU**		

S. No.	Description	Unit	Particulars
4.1.1	Manufacturer		
4.1.2	Degree Of Protection		
4.1.3	CPU type; speed		
4.1.4	RAM		
4.1.5	RTU Software		
4.1.6	Interfaces		
4.2	**PLC**		
4.2.1	Manufacturer		
4.2.2	RAM		
4.2.3	Peripherals make & type		
4.2.4	Software		
4.3	**UPS**		
4.3.1	Manufacturer		
4.3.2	Battery manufacturer, type, voltage		
4.3.3	Duration of battery support at rated load		
4.3.4	Full charging time		

C.Technical Particulars : Electrical Works

Sr. No.	Description	Unit	Particulars
			Cantt. Palam
1	**HV Switchboard**		
1.1	Type of Switchgear		
1.2	Rated voltage, frequency with variation.	kV/-/Hz	
1.3	Material of Busbar		
1.4	Maximum System Voltage	kV	
1.5	Fault Level		
1.6	One Minute Power Frequency Withstand Voltage	kV rms	
1.7	Degree of Protection		
1.8	Standard		
1.9	Make/ Name of Manufacturer		
	Circuit Breaker		
1.10	Type		
1.11	Rated Voltage	V	
1.12	Auxiliary Control voltage	V	
1.13	Rated Current at ambient temp.	A	
1.14	Rated Breaking Current	kA rms	
1.15	Rated Making Current	kA peak	
1.16	Rated Operation Duty	Cycle	
1.17	Make/ Name of Manufacturer		

Sr. No.	Description	Unit	Particulars
			Cantt. Palam
2	**Transformer**		
2.1	Type and Star Rating		
2.2	Full Load Rating	MVA	
2.3	Rated No Load Voltage (HV/LV)	kV	
2.4	Quantity	Nos.	
2.5	Vector Group		
2.6	Degree Of Protection		
2.7	Insulation Class		
2.8	Type of Tap Changer, Steps		
2.9	No load loss at rated voltage and frequency	Watt	
2.10	Full load loss at Principle tapping corrected to 75°C	Watt	
2.11	Impedance voltage	%	
2.12	Efficiency at rated voltage, frequency and full load and at: (i) Unity power factor (ii) 0.8 p.f. lagging	 % %	
2.13	Standard		
2.14	Make/ Name of Manufacturer		

Sr. No.	Description	Unit	Particulars
			Idgah Pumping Station
3	**Compact Sub Station**		
3.1	Rating	KVA	
3.2	Quantity	Nos.	
3.3	Fault Level	kA	
3.4	Current (HV /LV)	A	
3.5	Type of HT Breaker		
3.6	Type of Transformer		
3.7	Transformer Ratio (HV/LV)		
3.8	Vector Group		
3.9	Type of Tap Changer and Steps		
3.10	Class of Insulation		
3.11	Type Of LV Switchgear (ACB / MCCB)		
3.12	Type of Cooling of Transformer		
3.13	Star Rating of Transformer		
3.14	Degree Of Protection of CSS		
3.15	Material Of Busbar		
3.16	Make/ Name of Manufacturer		

Sr. No.	Description	Unit	Ramjas		Hindurao		Idgah		Ridge Road		Cant Palam	
			Main	**Trimmer**	**Main**	**Trimmer**	**Main**	**Trimmer**	**Main**	**Trimmer**	**Main**	**Trimmer**
4	**Motors**											
4.1	Type (TEFC /CACA)											
4.2	Rating	kW										
4.3	Synchronous Speed	rpm										
4.4	Method of Starting											
4.5	Starting Current											
4.6	Full load Current											
4.7	Class of Insulation											
4.8	Efficiency Class											
4.9	Number of starts permissible (hot/cold)											
4.10	Maximum noise level at 1 Mtr.	dBA										

Sr. No.	Description	Unit	Particulars				
			Cant Palam	Idgah	Hindurao	Ridge Road	Ramjas
5	**Motor Control Switch Board Panel**						
5.1	Type						
5.2	Rated voltage and frequency with variation.	kV/-/Hz					
5.3	Material of Busbar						
5.4	Degree Of Protection						
5.5	Fault Level						
5.6	Make/ Name of Manufacturer						
	Circuit Breaker (Incomer)						
5.7	Type						
5.8	Rated Voltage	V					
5.9	Auxiliary Control voltage	V					
5.10	Make/ Name of Manufacturer						
	Motor Feeder						
5.11	Quantity						
5.12	Rated voltage	V					
5.13	Type of Starter						
5.14	Make/ Name of Manufacturer						

Sr. No.	Description	Unit	Particulars
			Cant Palam
6	**Battery and Battery Charger**		
6.1	Battery type		
6.2	End Cell Voltage	V	
6.3	Nominal Voltage	V	
6.4	Battery Charging time		
6.5	Expected life in Year		
6.6	Make/ Name of Manufacturer		
	Battery Charger		
6.7	Maximum charging current: (i) Float charging (ii) Boost charging	 A A	
6.8	Voltage regulation	%	
6.9	Charger efficiency and power factor at: (i) Rated load (ii) 50% load	 % %	
6.10	Ripple Content at rated load: (i) with battery connected (ii) without battery connected	%	
6.11	Make/ Name of Manufacturer		

Sr. No.	Description	Unit	Particulars				
			Cant Palam	Idgah	Hindurao	Ridge Road	Ramjas
7	**Variable Frequency Drive**						
7.1	Type						
7.2	Rated voltage						
7.3	Degree Of Protection						
7.4	Standard						
7.5	Make/ Name of Manufacturer						
8	**Solar System**						
8.1	Solar System Rating	**KWp**					
8.2	Type of Solar Cells						
8.3	Type of Inverter						
8.4	Input Voltage of Inverter						
8.5	Output Voltage of Inverter						
8.6	Standard						
8.7	Make of Solar Panel and Inverter						
9	**D G Set**						
9.1	Rating	kVA					
9.2	Rated voltage	V					
9.3	Current	A					
	Engine						

Sr. No.	Description	Unit	Particulars				
			Cant Palam	**Idgah**	**Hindurao**	**Ridge Road**	**Ramjas**
9.4	Make						
9.5	Cooling						
9.6	Stroke	mm					
9.7	No.Of Cycles						
9.8	Total Coolant Capacity	Ltrs.					
	Alternator						
9.9	Voltage	V					
9.10	RPM						
9.11	Enclosure						
	Battery						
9.12	Type of Battery						
9.13	Rating	AH					

D.Technical Particulars : Mechanical Works

Sr. No.	Description	Unit	Technical Data
1. Butterfly Valve-Motorized			
1.1	Valve Make		
1.2	Valve Rating	bar	
1.3	Actuator Make		
1.4	Actuator Type		
1.5	Motor Rating	kW	
1.6	Design Torque	kg-m	
1.7	Time for full open to full close	minutes	
1.8	Time for full close to full open	minutes	
2. Non Return Valve			
2.1	Make		
2.2	Type		
2.3	Rating	bar	
2.4	Non-Slam Characteristics		
2.5	Method of Achieving non slam characteristics		
3. Sluice Valve - Motorized			

Sr. No.	Description	Unit	Technical Data
3.1	Valve Make		
3.2	Valve Type		
3.3	Valve Rating	bar	
3.4	Actuator Make		
3.5	Actuator Type		
3.6	Motor Rating	kW	
3.7	Design Torque	kg-m	
3.8	Time for full open to full close	minutes	
3.9	Time for full close to full open	minutes	
4. Electro – Chlorination System { Required at Jhandewalan and Cantt Palam UGRs only.**}**			
4.1	Make		
4.2	Capacity	kg/hr	
4.3	Dosage	ppm	
4.4	Power Consumption	kW	

Sr. No.	Description	Unit	Ramjas		Hindurao		Idgah		Ridge Road		Cantt Palam	
			Main	**Trimmer**	**Main**	**Trimmer**	**Main**	**Trimmer**	**Main**	**Trimmer**	**Main**	**Trimmer**
5 .	**Pumps VFD Operated**											
5.1	**General**											
5.1.1	Make											
5.1.2	Model											
5.1.3	Type											
5.2	**Performance**											
5.2.1	Pump Capacity	m^3/hr										
5.2.2	Rated Head	m										
5.2.3	Quantity (W + S)	Nos.										
5.2.4	WHP	kW										
5.2.5	Efficiency at rated point	%										
5.2.5	Motor Rated Power	kW										
5.2.6	Shut Off Head	m										
5.2.7	Speed	rpm										
5.3	**NPSHrequired**											
5.3.1	At rated point	m										

Sr. No.	Description	Unit	Ramjas		Hindurao		Idgah		Ridge Road		Cantt Palam	
			Main	**Trimmer**	**Main**	**Trimmer**	**Main**	**Trimmer**	**Main**	**Trimmer**	**Main**	**Trimmer**
5.3.2	Run out point	m										
5.3.3	Suction / discharge size	mm/mm										
5.4	**Performance of Pump set**											
5.4.1	Maximum velocity of vibration	mm/sec										
5.4.2	Maximum noise level	dBA										
5.5	**Weight**	kg										

S.No.	Description	Unit	Ramjas	Hindurao	Idgah	Cant Palam	Ridge Road
6. EOT Crane/Hoist							
6.1	**General**						
6.1.1	Quantity	Nos.					
6.1.2	Make						
6.1.3	Type and Class of crane						
6.1.4	Manufacture Standard						
6.1.5	Lifting capacity	tonnes					

S.No.	Description	Unit	Ramjas	Hindurao	Idgah	Cant Palam	Ridge Road
6.1.6	Centre to centre of crane rails (Span)	metres					
6.2	**Operating speed (loaded)**						
6.2.1	Hoisting (Main & Aux.)	m/min					
6.2.2	Long Travel	m/min					
6.2.3	Cross Travel	m/min					
7. **Ventilation and Exhaust System**							
7.1	Make						
7.2	Type and model number						
7.3	Capacity	m^3/min					
7.4	Nos. required	Nos.					
7.5	Room temperature	Deg. C					

Sr. No.	Size	Ramjas	Hindurao	Idgah	Cant Palam	Ridge Road	Flagstaff	Jeetgarh	Hasanpur	Taalkatora
8. BOQ for Motorized - Butterfly Valve										
8.1	400									
8.2	450									
8.3	500									
8.4	600									
8.5	700									
8.6	800									
8.7	900									
8.8	1000									
8.9	1100									
8.10	1200									
8.11	1400									
9.BOQ for Non-Return Valve										
9.1	100									
9.2	150									
9.3	200									
9.4	250									
9.5	300									
9.6	350									
9.7	400									
9.8	450									
9.9	500									
9.10	600									

Sr. No.	Size	Ramjas	Hindurao	Idgah	Cant Palam	Ridge Road	Flagstaff	Jeetgarh	Hasanpur	Taalkatora
9.11	700									
9.12	800									
10.BOQ For Motorized – Sluice Valve										
10.1	100									
10.2	150									
10.3	200									
10.4	250									
10.5	300									
10.6	350									
10.7	400									
10.8	450									
10.9	500									
10.10	600									
10.11	700									
10.12	800									

Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture ("JV")]* (hereinafter referred to as the "Bidder") to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for Loan Agreement No. ID-P 225 Delhi Water Supply Improvement Project in Chandrawal WTP Command Area is true, correct and accurate to the best of the Bidder's and my knowledge and belief. I further certify, on behalf of the Bidder, that:

(i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the "Guidelines"); and

(ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

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

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

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

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

Name of the debarred firm	Starting date of debarment	Ending date of debarment	Reason for debarment

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

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

E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

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

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department
URL: https://www2.jica.go.jp/en/odainfo/index.php
Tel: +81 (0)3 5226 8850

(2) JICA India office
Tel: (91-11) 4768-5500 (91-11) 2371-4362/4363
Fax: (91-11) 4768-5555

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

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

_____

Authorized Signatory

[*Insert name of signatory; title*]

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

Date:

Form – 6: Format for Affidavit

AFFIDAVIT
(To be filled by the bidder)

Date:
From,
(Contractor's Detail)

To,
Delhi Jal Board (Govt. of NCT of Delhi),
Varunalya Phase-II, Karol Bagh,
New Delhi – 110005

Contract: 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, Package 3 (Central Zone)

Dear Sirs,
I/We have annexed to this Bid the following documents:

(i) Original Power of Attorney or other proof of authority of the person who has signed the Bid or Copy of Power of Attorney or other authority.
(ii) Audited Balance sheet of the Bidder for the last 5 (Five) years.
(iii) Letter of award and completion certificates for the eligible projects
(iv) Documents as per the eligibility criteria
(v) Any additional documents as listed below:

……

I/We hereby undertake that the statements made in the bid and the information given in Annexure referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Delhi Jal Board to cancel the bid or terminate any resultant Contract.

I/We do hereby declare that I/We have not suffered bankruptcy/ insolvency during the last 3 financial years from the date of submission of bid. We are not in a financial restricting process under the Corporate Debt Restructuring (CDR) or similar mechanism at submission of Bids. In case of any is found during bids evaluation and award of contract, I/ We have no objection if my /our tender is rejected.

I/We undertake that we have no conflict of interest as specified in the biding documents for the above Contract and that if found otherwise, Delhi Jal Board can take all requisite measures, including but not limited to cancellation of bid or terminate any resultant Contract, as per provisions of Contract.

I/We further undertake as and when called upon by Delhi Jal Board to produce for its inspection, original(s) of the documents(s) of which copies have been annexed hereto.

Yours faithfully,

(Signature(s) of the Bidders(s))
Name & Designation of authorized person signing the Bid on behalf of the
Bidder(s) Full Name and address of the Bidder(s)

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: The Chief Engineer (Water) Projects-II
Delhi Jal Board, Govt of NCT of Delhi, (DJB)
Room 314, Varunalaya Phase II, Karol Bagh, New Delhi 110005 India

IFB No.: NIT NO. 02 (2021-22)/EE(EAP)-I

Date:*[Insert date of issue]*

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

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

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Bidder") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *"*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, Package 3 (Central Zone)*"* under the Loan Agreement No. ID-P225.

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

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

(a) has withdrawn its Bid during the period of bid validity set forth in the Bidder's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Bidder; or

(b) has been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Bidder, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding documents.

This guarantee will expire and shall be returned: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Bidder and the Performance Security issued

to the Beneficiary in relation to such contract agreement; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Bidder of the results of the bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[signature(s)]

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

Section V : Eligible Source Countries of Japanese ODA Loans (ESC)

The Eligible Source Country (ies) for procurement of all goods and services to be financed out of the proceeds of the Loan are all countries and area.

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 1st, 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/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)**
Employer's name and address	1.1.2.2 & 1.3	The Chief Engineer (Water) Project-II Delhi Jal Board, Govt of NCT of Delhi, (DJB) Room 314, Varunalaya Phase II, Karol Bagh, New Delhi 110005 India Phone: 011-23618077	
Engineer's name and address	1.1.2.4 &1.3	Executive Engineer (EAP) -I Address: Room No. 501, Varunalaya Phase:I, Karol Bagh, New Delhi 110005 Telephone: 011-23554573, Facsimile number: 011 -23554573 E-mail address: eeeap1.djb@gmail.com	
Bank's name	1.1.2.11	Japan International Cooperation Agency (JICA)	
Borrower's name	1.1.2.12	The President of India	

Time for Completion	1.1.3.3	The time for Completions by sections are specified, refer to "Table: Summary of Sections" below.	
Defects Notification Period	1.1.3.7	One (1) year.	Not Applicable
Sections	1.1.5.6	The sections are specified, refer to "Table: Summary of Sections" below.	
Electronic transmission systems	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.	
Governing Law	1.4	The Law of the Republic of India	
Ruling language	1.4	English	
Language for communications	1.4	English	
Time for access to, and possession of all parts of, the Site	2.1	The date of Commencement date.	4 months after Commencement Date of the Section 1 or the next date of the Preparatory Period of Operation and Maintenance is completed.
Project Monitoring and Supervision Consultant (PMSC)	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 (4th Floor), 18/17, WEA Karol Bagh, New Delhi – 110005, Phone: 011 45062091 , 011 45062092	
Engineer's Duties and Authority	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-II.	

Performance Security	4.2	The Performance Security will be in the form of a " Bank Guarantee" in the amount(s) of three (3) 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.	The Performance Securities will be in the form of a " Bank Guarantee" in the amount(s) of: (a) First Performance Securities of O&M: Three (3) Percent of the value of Section 2B) works in the Accepted Contract Amount. (b) Second Performance Securities of O&M: Three (3) Percent of the value of Section 2 C) works in the Accepted Contract Amount. The Performance Securities shall be delivered, at the time and manner specified in Part B- Specific Provision (SP).
Normal working hours	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.
Commencement of Works	8.1(c)	As per GC 8.1 (c).	The date effective access to the site is granted: 4 months after the Commencement Date of the Section 1 or the next date of the Preparatory Period of Operation and Maintenance is completed.

Delay damages for the Works	8.7 & 14.15(b)	As specified in Table 'Summary of Sections' Table below.	As specified in Table 'Summary of Sections' Table below.
Maximum amount of delay damages	8.7	10 % of value of total Section 1 in the final Contract Price.	For Section 2.B) works, no O&M cost will be paid to the agency after 32 months, if the delay is attributed to the agency. For Section 2.C) works, 5% of the value of this section in the final Contract Price.
Provisional Sum	13.5 (b) (ii)	a sum for contractor's overhead charges and profit shall be 15% of actual amount spent/paid.	Not applicable
Total advance payment	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.
Repayment amortization rate of advance payment	14.2(b)	20%	Not Applicable.
Percentage of Retention	14.3(c)	5% of each Interim Payment Certificate of Section 1.	Not Applicable.
Limit of Retention Money	14.3(c)	5% of the value of Section 1 in the Accepted Contract Amount.	Not Applicable.
Minimum Amount of Interim Payment Certificates	14.6	0.35% of the value of the Section 1 in the Accepted Contract Amount	None

Maximum total liability of the Contractor to the Employer	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.
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1	 Within 14 days from the Commencement Date. Within 28 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. 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.
Maximum amount of deductibles for insurance of the Employer's risk	18.2(d)	INR 1,00,000 (One Hundred Thousand Indian Rupees)	
Minimum amount of third party insurance	18.3	Amount of third-party insurance not less than INR 2,500,000 per occurrence.	
Date by which the DB shall be appointed	20.2	28 days after the Commencement date.	refer to the Sub-Clause 20.2 in the Part B Specific provision.
The DB shall be comprised of	20.2	Three (3) Members	refer to the Sub-Clause 20.2 in the Part B Specific provision.

Appointment (if not agreed) to be made by	20.3	ICC	Not Applicable

Table: Summary of Sections

Section Name/Description **(Sub-Clause 1.1.5.6)**	**Time for Completion** **(Sub-Clause 1.1.3.3)**	**Delay Damages** **(Sub-Clause 8.7)**
Section 1. 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, Package 3 (Central Zone);	Entire Section 1 shall be completed within Thirty Six (36) Months after the Commencement date.	0.1% per day of the value of this Section 1 Works in the Contract Price.
Section 2. 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 3 (Central Zone);		
2.A) Preparatory Period of Operation and Maintenance	4 Months after the Commencement Date.	None
2.B) O&M during Construction Phase.	32 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 32 months, if the delay is attributed to the Agency.
2.C) O&M during Post-Construction Phase.	120 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 subject to a maximum ceiling of 5%.

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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Sub-Clause 1.1.1.1	*Add to the end of Sub-Clause 1.1.1.1, the following:* "For the purpose of defining the activities and obligations for the portion of Construction Works under the Contract, as defined in the following paragraph. "**Contract"** means that portion of the Contract that relates to the 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, Package 3 (Central Zone), as the Section 1 in the Table: Summary of Sections. Such definitions are for convenience only and shall not affect the rights or obligations of the Employer and the Contractor under the Contract."	*Add to the end of Sub-Clause 1.1.1.1, the following:* "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. "**Contract"** read as "O&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, Package 3 (Central Zone), as the Section 2 in the Table: Summary of Sections. Such definitions are for convenience only and shall not affect the rights or obligations of the Employer and the Contractor under the Contract."

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Sub-Clause 1.1.1.9	*No amendment of this Sub-Clause*	"Bill of Quantities" shall be read as "Price Schedule O&M"
Sub-Clause 1.1.1.11	*Add new Sub-Clause 1.1.1.11 with:* "**Works Requirements**" 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.	
Sub-Clause 1.1.2.13	*Add New Sub-Clause 1.1.2.13 as:* "**"Competent Authority"** 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."	
Sub-Clause 1.1.3.5	*Add to the end of Sub-Clause 1.1.3.5, the following:* "**Taking Over**" shall not mean physical taking over of the works by the Employer. The Contractor shall carried 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, "**Taking-Over Certificate**" shall be read as "Final Contract Completion Certificate" that means a certificate issued under Sub-Clause 11.12*[Final Contract Completion Certificate]*.
Sub-Clause 1.1.3.10	*No amendment of this Sub-Clause*	*Add New Sub-Clause 1.1.3.10 as:* **"Operation and Maintenance Period (O&M Period)"** 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 Time for Completion of Section 2 specified in the Contract Data."

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Sub-Clause 1.1.3.11 Final Contract Completion Certificate	*No amendment of this Sub-Clause*	*Add new Sub-Clause 1.1.3.11 with:* ““**Final Contract Completion Certificate”** 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]*.
Sub-Clause 1.1.5.4	*No amendment of this Sub-Clause*	*Sub-Clause 1.1.5.4 shall read as:* “**Permanent Works**” means the works specified in the Works Requirements for Operation and Maintenance to be executed by the Contractor under the O&M Contract.
Sub-Clause 1.1.5.8	*No amendment of this Sub-Clause*	*Sub-Clause 1.1.5.8 shall read as:* ““**Works**” mean the Permanent Works and the Temporary Works, or either of them as appropriate, under the O&M Contract.”
Sub-Clause 1.1.6.11	*No amendment of this Sub-Clause*	*Add New Sub-Clause 1.1.6.11 as:* **““Penalty”** 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.”
Sub-Clause 1.1.6.12	*No amendment of this Sub-Clause*	*Add New Sub-Clause 1.1.6.12 as:* **“Zonal Water Management Centre (ZWMC)” or “Local water Management Centre (LWMC)”** means to control operation of the water supply systems by acquired information from the SCADAs for monitoring, controlling, demand

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		forecasting and NRW management, in the service area. The ZWMC forwards the data / information to the Central Water Management Centre 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."
Sub-Clause 1.2 Interpretation	*Add sub-paragraphs (f) to Sub-Clause 1.2, as follows:* "(f) Words importing persons or parties shall include firms and corporations and any organization having legal capacity."	
Sub-Clause 1.5 Priority of Documents	*Delete the sequence of priorities and replace with:* (a) the Contract Agreement and the Appendices, (b) the Letter of Acceptance, (c) the Letter of Technical Bid, (d) the Letter of Price Bid (e) the Corrigendum and Addendum and reply to Pre-Bid Queries issued, (f) the Particular Conditions – Part A, (g) the Particular Conditions – Part B, (h) the General Conditions, (i) the Works Requirements, (j) the Completed Schedules, (k) the Contractor's Proposal, post Bid-opening correspondence and any other documents forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Engineer, shall determine any necessary clarification or	

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	instruction.	
Sub-Clause 1.8 Care and Supply of Documents	*Add to the end of Sub-Clause 1.8 the following;* "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."	
Sub-Clause 1.15 Inspections and Audit by the Employer	*Replace Sub-Clause 1.15 with:* "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. 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."	
Sub-Clause 1.16 Audit by the Employer	*No amendment of this Sub-Clause*	*Add New Sub-Clause 1.16 as:* "**Operation and Maintenance:** 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: (a) Verification of the system capacity, save for normal wear and tear, during the Operation and Maintenance Period. (b) Verification of the performance standards and useful life of

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		the individual assets of the Facilities, save for normal wear and tear, during the Operation and Maintenance Period. (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. (d) Sampling, testing and verification of the supplied and distributed clear water."
Sub-Clause 2.3 Employer's Personnel	The Employer's personnel are as follows: i) For signing the Contract: a. The Engineer-in-Charge (Civil Work) -as Principle. Executive Engineer (EAP) -I Room No. 501, Varunalaya Phase:I, Karol Bagh, New Delhi 110005, and b. The Engineer-in-Charge (E&M Work) Executive Engineer (E&M) WC-II (TYR) Chandrawal Water Works No.1, Civil Lines, Delhi-110054	
Sub-Clause 2.6 Operating License	*No amendment of this Sub-Clause*	*Add New Sub-Clause 2.6 as:* "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. The Operating License shall only extend to those parts of the Site

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		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. The Contractor shall not have or be entitled to any estate, right, title or interest in the Site/Facilities. The License will immediately terminate upon termination of this Contract for Whatever reason."
Sub-Clause 2.7 Employer's right to rectify during Operation and Maintenance	*No amendment of this Sub-Clause*	*Add New Sub-Clause 2.7 as:* "The Employer retains the right, at the risk and cost of Contractor, to perform any of the material obligations on default of the Contractor."
Sub-Clause 2.8 Additions / Modifications to the Facilities	*No amendment of this Sub-Clause*	*Add New Sub-Clause 2.8 as:* "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]*."
Sub-Clause 3.1 Engineer's Duties and Authority	*Added the following paragraph at the end of Sub-Clause 3.1with:* "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	

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	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, dispute resolution, environmental monitoring."	
Sub-Clause 3.6 Management Meetings	*Add new Sub-Clause 3.6 with:* "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"	
Sub-Clause 4.1 Contractor's General Obligations	*Replace in the third paragraph: "as defined by the Bank" with:* "as defined by the Loan Agreement between the Bank and the Borrower".	
	No amendment of this Sub-Clause	*Add at the end of Sub-Clause 4.1:* "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 Conditions of Contract, including followings: (a) The Contractor shall ensure that the water supply available in his

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		service area will be exclusively used for the purpose specified under this O&M Contract as permitted under the existing rules and regulations of the Employer. (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. (c) The Contractor shall develop and maintain in a good order and up to date the inventories, maps, GIS based maps, O&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. (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. (e) The Contractor shall follow the requirements of the sub-Clause 4.26 [Operation & 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. (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. (g) The Contractor shallbe responsible for the routine as well as any capital (facilities) replacement that may be required either to meet or enhance the Works Requirements.

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		(h) The Contractor shall be responsible for ensuring that the works remain fit for the purposes for which they are intended.
Clause 4.2 Performance Security	*In the second paragraph of the Sub-Clause, to delete a sentence of:* *",or in another form approved by the Employer"*	*Replace the second paragraph of the Sub-Clause with:* "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."
		Delete the sixth paragraph of the Sub-Clause and insert with: "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) Second Performance Security of O&M: return to the

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		Contractor within 28 days after receiving the Final Contract Completion Certificate."
Sub-Clause 4.4 Subcontractors	*Add to the end of Sub-Clause 4.4, the following:* "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. During the execution of the work, the Contractor shall not alter the composition without the prior consent of the Engineer."	*Add to the end of Sub-Clause 4.4, the following:* "**Operation and maintenance:** 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. 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."
Clause 4.6 Co-operation	*Insert new third paragraph (before the paragraph beginning with the words* "If, under the Contract,"*).* "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."	*Add to the end of Sub-Clause 4.6, the following:* "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."

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Clause 4.8 Safety Procedure	*No amendment of this Sub-Clause*	*Add to the end of Sub-Clause 4.8, the following:* "During Operation and Maintenance Period, the Contractor shall develop, implement and administer a surveillance and safety program for the O&M Contract works, the users engaged in the provision of any services under any of the O&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&M Contract, applicable laws and good industry practice."
Sub-Clause 4.13 Rights of Way and Facilities	*No amendment of this Sub-Clause*	*Add the following paragraph at the end of Sub-Clause 4.13:* "The Contractor shall follow the Employer's procedures before commencing any work on any stretch of road during the O&M Contract Period."
Sub-Clause 4.18 Protection of the Environment	*No amendment of this Sub-Clause*	*Add to the end of Sub-Clause 4.18, the following:* **"Disposal of Residue during Operation and Maintenance** (a) Residuals Management: (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. (ii) All cost & expense of residual disposal shall be borne by the Contractor.

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		(b) Records: 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 prompt provide the Employer with a copy of all weight and measures data and information relating to residual quantities generated and disposed thereof.
Clause 4.19: Electricity, Water and Gas	*Add following sentence after end of Sub-Clause 4.19:* **"Electricity** **a) For Construction purposes**, 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	*Add following sentence after end of Sub-Clause 4.19:* **"Electricity** **a) For Operation and Maintenance period**, 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. The Employer will pay directly the power component of the O&M cost as per the prevailing tariff notified by the NDPL or any other authorized agency from which power is drawn. 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.

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	of electric connection shall be no excuse for delay in completion of work. **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. 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. 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. **Water** 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. b) If contractor makes his own arrangement for	The settlement of such payments shall be made on a quarterly basis. **b) Customer Service Offices** 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 **Water** During the O&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.

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	construction and drinking purposes, he will ensure 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 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 & erection of E&M works done shall be made. The ferrule connection with the the Employer main and the pipeline upto the site shall be provided by the contractor at his own cost. 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. e) Water for Flushing of Pipelines: Water for maximum two flushing will be provided by the Employer, third flushing if required will be charged **@ Rs. 50/KL**	
Clause 4.20 Employer's Equipment and Free-Issue Materials	*Replace the Sub-Clause 4.20 with the following:* "Employer does not have provision for any equipment and Free Issue of Materials."	

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Clause 4.21: Progress Reports	*Replace the first sentence of Sub-Clause 4.21 with the following:* "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." *Insert 4.21 (i) at the end of Sub Clause 4.21 (h):* "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."	The Contractor shall submit Progress Report and other Reports in accordance with the Works Requirements.
Clause 4.23 Contractor's Operations on Site	*No amendment of this Sub-Clause*	*"Taking-Over Certificate" read as "Final Contract Completion Certificate"* *Add to the end of Sub-Clause 4.23, the following:* "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]."
Sub-Clause 4.25 As-Built Documents	*Add new Sub-Clause 4.25 with:* "The Contractor shall prepare, and keep up-to-date, a	*Add new Sub-Clause 4.25 with:* The Contractor shall prepare, and keep up-to-date, a complete set

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	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. 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. 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. 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 and approved these documents."	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]. 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. The Works shall not be considered to be completed for the purposes of hand-over under Sub-Clause 11.12 *[Final Contract Completion Certificate]* until the Engineer has received and approved these documents."
Sub-Clause 4.26 Operation and Maintenance Plan	*Add new Sub-Clause 4.26 with:* "Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer the "**Draft Operation and**	*Add new Sub-Clause 4.26 with:* "Unless otherwise stated in the Contract,

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
and Operation and Maintenance Manuals	**Maintenance Manual**", 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 Section 1 specified in Part A. Contract Data. Prior to complete the Construction Workss of Section 1, the Contractor shall complete and submit to the Engineer for approval, the **"Operation and Maintenance Manual (O&M Manual)**", 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 & CPHEEO manual etc. 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.	(a) In the Preparatory period of O&M, The Contractor, three months before the end of the Preparatory Period, shall submit to the Engineer the **Operation and Maintenance Plan** of the Project Facilities in conformity with the O&M Works Requirements and Performance Standards. 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&M Period to meet the O&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. After the approval of the plan by the Engineer, the Contractors hall finalize the O&M Plan and start implementing it from the first day of the O&M During Construction Phase. (b) In the O&M during Construction Phase, 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. (c) In the O&M during Post-Construction, The Contractor shall carry out Operation and Maintenance works in accordance with the Operation and Maintenance Manuals (O&M Manual), and updating manual in the O&M During Post-Construction Phase. With the prior consent of the

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		Engineer, the O&M manual shall be updated when it is necessary with keeping in view the guidelines given in CPHEEO manual (latest), IER, CPWD schedule and manufacturer's recommendations. Prior to completion of the O&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. The Works shall not be considered to be completed for the purposes of Final Contract Completion Certificate under Sub-Clause 11.12 *[Final Contract Completion Certificate]* 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."
Sub-Clause 4.27 Operation and Maintenance Administrative Offices	*No amendment of this Sub-Clause*	*Add new Sub-Clause 4.27 with:* "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. 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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		after approval of the Employer."
Sub-Clause 6.7 Health and Safety	*Add to the end of first paragraph of Sub-Clause 6.7, the following:* "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." *Insert to between third and fourth paragraph of Sub-Clause 6.7, the following:* "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 as Annexure, Volume 4 of the Bid Document."	
Sub-Clause 6.8 Contractor's Superintendence	*No amendment of this Sub-Clause*	*Add at end of the first paragraph of Sub-Clause 6.8, with the following:* "including the provisions of the Operation and Maintenance Works in accordance with his obligations under the Contract."
Sub-Clause 6.9 Contractor's Personnel	*No amendment of this Sub-Clause:*	*Add to the end of paragraph of Sub-Clause 6.9, with the following:* "**Contractor's Personnel for Operation and Maintenance** 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.

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		The Contractor shall submit, within a reasonable period before commencement of the Works for the O&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 *[Contractor's Superintendent]* and Sub-Clause 6.9 *[Contractor's Personnel]*. 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. The Engineer will either approve the submittal or provide comments thereon to the Contractor within 14 days of submission by the Contractor. 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. 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. . 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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		between the Contractor and members of the Contractor's plant 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.)."
Sub-Clause 6.10 Records of Contractor's Personnel and Equipment	*Add to the end of Sub-Clause 6.10, the following:* "Submission of Fortnightly Record of Labour 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: (i) The number of labourers employed by him on the work, (ii) Their working hours, (iii) The wages paid to them, (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 (v) The number of female workers who have been allowed maternity benefit and the amount paid to them."	
Sub-Clause 7.1 Manner of Execution	*Add Sub-paragraph (d) after Sub-paragraph (c) as follows:* "(d) Good Industry Practice: In respect of the Contractor, its Subcontractors, and all other such third party agents of the Contactor, 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."	*Add new Sub-paragraph (e) as follows:* "The Contractor shall incorporate good management practices and appropriate technologies required for meeting the O&M Contract requirements and Performance Standards, and upkeep of the Facilities."

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	."	
Sub-Clause 7.9 Periodical Visit during O&M period.	*No amendment of this Sub-Clause*	*Add New Sub-Clause 7.9 as:* "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. 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. These visits shall provide an opportunity for examining maintenance programs, operating procedures and improvements requiring additional investments."
Sub-Clause 8.1 Commencement of Works	*Add Sub-paragraph (e) after Sub-paragraph (d), as follows:* "(e) the date of commencement of works of Section 1 shall be the date of the Notice of Commencement of Works (Section 1) issued by the Engineer.	*Replace Sub-Clause 8.1, as following:* "The Commencement Date of the O&M Contract shall be the date at which the following precedent conditions. (a) **For the Preparatory Period of O&M:** the date of commencement of works instructed by the Notice of Commencement of Works (Section 1) issued by the Engineer.". (b) **For the O&M During Construction Phase:** 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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		and instructing to commence the Works is issued by the Engineer: (i) Completed 4 month of the Preparatory Period, (i) First Performance Security and Insurances for the O&M During Post-Construction Phase, approved by the Employer, (ii) handed over part or all of the Potable Water supply system(s) to the Contractor for the purpose of Operation and Maintenance, (iii) the Contractor obtained the Operating Licence(s), specified in the Sub-Clause 2.6, (iv) the Contractor has submitted Operation and Maintenance Plan and accepted by the Engineer, in accordance with Sub-Clause 4.26, and (v) Other requirement to be instructed by the Engineer. (c) **For the O&M During Post-Construction Phase:** 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: (i) All Taking-Over Certificates have issued, (ii) Second Performance Security and Insurances for the

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		O&M During Post-Construction Phase, approved by the Employer, (iii) the Contractor has submitted the Operation and Maintenance manual and accepted by the Engineer, in accordance with Sub-Clause 4.26, and (iv) Other requirement to be instructed by the Engineer. 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&M Contract under Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], until Engineer's instruction issued. 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."
Sub-Clause 8.13 Delays and interruptions during Operation & Maintenance	*No amendment of this Sub-Clause*	*Add New Sub-Clause 8.13 as:* "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. 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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		from the next payment due to the Contractor."
Sub-Clause 9.5 Joint Inspection Prior to Contract Completion	*No amendment of this Sub-Clause*	*Add New Sub-Clause 9.5 as:* "Not less than two years prior to the end of the Operation and 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. 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. 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. Upon satisfactory execution of the program, the Contractor shall commence the Tests Prior to Contract Completion in accordance with Sub-Clause 9.6 *[Procedure for Test Prior to Contract Completion]*."
Sub-Clause 9.6 Procedure for Tests Prior to Contract Completion	*No amendment of this Sub-Clause*	*Add New Sub-Clause 9.6 as:* "The Tests Prior to Contract Completion shall be carried out by the Contractor. The Contractor shall provide all necessary labour,

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		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. 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. 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. 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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		and Maintenance Period."
Sub-Clause 9.7 Delayed Tests Prior to Contract Completion	*No amendment of this Sub-Clause*	*Add New Sub-Clause 9.7 as:* "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 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. If the Contractor fails to commence the Tests within the time period specified under Sub-Clause 9.6 *[Procedure for Tests Prior to Contract Completion]*, 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. 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."
Sub-Clause 9.8 Failure to Pass Tests Prior to Contract	*No amendment of this Sub-Clause.*	*Add New Sub-Clause 9.8 as:* "If the Works or Sections thereof fails to pass the Tests Prior to Contract Completion under Sub-Clause 9.6 *[Procedure for Tests*

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Completion		*Prior to Contract Completion]*, the Engineer shall be entitled to: (a) Order further repetition of Tests Prior to Contract Completion under Sub-Clause 9.9 *[Retesting Prior to Contract Completion]* (b) Reject the Works or Sections thereof (as the case may be), in which event the Employer shall have the same remedies against the Contractor as provided under Clause 15 [Termination by Employer]; or (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. 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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		deemed to have passed the Tests Prior to Contract Completion. 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 additional Cost as determined in accordance with Sub Clause 3.5 [Determination], caused by such a delay plus reasonable profit."
Sub-Clause 10.5 Completion of Operation and Maintenance Services	*No amendment of this Sub-Clause*	*Add New Sub-Clause 10.5 as:* "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: (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; (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; (c) submit a list of spares (based on the manufacture's recommendation) to be handed over to the Employer to guarantee the O&M of the facilities for two years after the expiry of the O&M Contract period, which shall be agreed by the Engineer. The Contractor shall hand over all spares

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		on the agreed list to the Employer prior the Final Contract Completion Certificate issued. (d) execute all required work of amendment, reconstruction, repair, and remedying of defects and damage per instructions of the Engineer. 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 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. 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. 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."

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Sub-Clause 11.1 Completion of Outstanding Work and Remedying Defects	*Add a new Sub-Clause as follows:* (c) On the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Sub-Clause 4.1.	*Add to the end of Sub-Clause 11.1. the following:* "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 all outstanding work; including all such items identified during the joint inspection made in accordance with Sub-Clause 9.5 *[Joint inspection Prior to Contract completion]* have been completed."
Sub-Clause 11.2 Cost of Remedying Defects	*No amendment of this Sub-Clause*	*Renumber sub-paragraph (c) as sub-paragraph (d).* *Insert new sub-paragraph (c):* "(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." *Add after Sub-Clause 11.2 (d), the following:* "(e) Improper Operation and Maintenance attributable to the Contractor."
Sub-Clause 11.7 Right of Access	*No amendment of this Sub-Clause*	*Delete the words* "the Performance Certificate" and replace with "Final Contract Completion Certificate".

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Sub-Clause 11.12 Final Contract Completion Certificate	*No amendment of this Sub-Clause*	*Add New Sub-Clause 11.12 as:* "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 per Sub-Clause 10.6 *[Completion of Operation and Maintenance Services]*. 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. Pre-conditions which must be fulfilled by the Contractor before the Contract Completion Certificate will be issued are: (a) Inspection in accordance with Sub-Clause 9.5 *[Joint Inspection Prior to Contract Completion]*, (b) Testing in accordance with Sub-Clause 7.3 *[Inspection]*, (c) Updating Operation and Maintenance Manual in accordance with Sub-Clause 4.26 *[Operation and maintenance manual]*, providing performance record and data in accordance with Sub-Clause 7.3 *[Inspection]*, and (d) Remedying defects found during inspection in accordance with Sub-Clause 9.5 *[Joint Inspection Prior to Contract*

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		Completion]. Upon successful completion of the Contractor's obligations, the Employer shall take back the Works and the Site and issue a Final Contract Certificate."
Sub-Clause 13.3 (c) Variation Procedure	*Add Sub-Clause 13.3 (c) as following sentence* "The variation proposal shall be estimated by the Item Rate base, and source of rates or price shall be used whichever from following method: (i) the appropriate rate or price in BOQ / Price Schedule (or similar work in the BOQ), or Delhi Schedule of Rate (DSR) as available at the time of variation (as current price) with the reasonable adjustments in the Conditions of Contract, or (ii) the market rate or price added 15% of overhead and profit, if not applicable of above (i)." *Add following at the end of clause:* In case of Variation, except as otherwise stated in the Contract, the Employer's representative shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined and the appropriate rate or price for the item. For each item of work, the appropriate rate or price for the item shall be the rate or price specified for	*No amendment of this Sub-Clause*

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	such item in the Contract. Variation will be dealt as follows: (i) The Employer shall have power (a)to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (b) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. (ii) Payment for extra item shall be made as per applicable DSR 2018 rates as applicable indices on the date of submission of bid as per CPWD notification. In case, the rates of extra item of material and/or labour is not available in the DSR 2018, the contractor will be paid on analysed rates based on either DSR 2018 or prevailing market rate + 15% contractor's profit. Until such time as an appropriate rate or price is agreed or	

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.	
Sub-Clause 13.5 Provisional Sums	*Add after Sub-Clause 13.5 (b) (ii), as follows:* "For any items not covered in the scope of the work, the Contractor will be paid extra on the following basis: • For any other provisional sum DSR 2018 with the applicable indices as on date on the submission of bid documents shall prevail. • For any items not covered under DSR 2018, the Contractor will be paid on the basis of market rate + 15%. No escalation shall be paid on these items." *Add at the end of Sub-Clause 13.5:* "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-	*Add following paragraph before last paragraph of this Sub-Clause, as follows:* "During operation and Maintenance period, the Contractor shall reimburse the cost as per actual under this sub-Clause, for the following required items. • In case, the cost required for extra tankers outside from Works Requirements, during standby operations through tankers in times of emergency; • In case, the cost required for fuel for the standby power generators of Pumping Stations; and • In case, the cost of salt for chlorination in accordance with the Works Requirements."

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	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)."	
Sub-Clause 14.1 The Contract Price	*Add the end of Sub-Clause 14.1, as follows:* "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. Therefore, the contractor must include for all the applicable tax/s and duties, including Custom Duties, if applicable, in the bid prices and the contract work. The Sub-Clause 13.7 [Adjustments for Changes in Legislation], shall remain applicable, as required.	
Sub-Clause 14.2 Advance Payment	*Add end of Sub-Clause 14.2. as follows:* "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 authorized Contractor's person, within 1 month from the Advance payment received by the Contractor."	No advance payment is applicable.

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Sub-Clause 14.3 Application for Interim Payment Certificates	*Add the following at the end of first paragraph of Sub-Clause 14.3:* "In case of supplied plant and equipment, inspection and testing clearance certificates shall also be enclosed as support documents."	*Add to the end of Sub-Clause 14.3. the following:* "The Contractor shall not submit the Application for Interim Payment Certificates to the Engineer during the Preparatory Period of the O&M Contract."
Sub-Clause 14.4 Schedule of Payments	*No amendment of this Sub-Clause*	*Add to the end of Sub-Clause 14.3. the following:* "**Schedule of Payment under the O&M Contract:** 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."
Sub-Clause 14.4 Payment of Retention Money	*Add following new paragraph between fifth and sixth paragraph (before the last paragraph) of this Sub-Clause as:* "When the deposit of accumulated sum of Retention Money reaches more than 50% of the Retention Amount limit and the Contractor submits the Bank Guarantee, the Engineer may certify for the release of Retention Money against the Bank Guarantee."	Not Applicable.

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Sub-Clause 14.7 Payment	*No amendment of this Sub-Clause*	*Add to the end of Sub-Clause 14.7. the following:* "The Employer shall not pay any expenses during the Preparatory Period for Operation and Maintenance."
Sub-Clause 14.15 Currencies of Payment	*Replace the entire Sub-Clause 14.15 with the following:* "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; (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; (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 (d) the applicable rates of exchange shall be those prevailing on the Base Date and determined by the central bank of the Country."	
Sub-Clause 14.16 JICA's Disbursements	Add new sub-clause 14.16 as following; "In accordance with the Loan Agreement, following disbursement procedure shall be applied: (a) Commitment Procedure shall be applied to the foreign currencies payments. Letter of credit opening, extension, amendment, negotiation charges and maintenance charge will be borne by DJB. The contractor's bank charges and document discrepancy charges will be borne by the contractor.	*No amendment of this Sub-Clause*

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	(b) Reimbursement Procedure shall be applied to local/foreign currency/payment.	
Sub-Clause 15.6 Corrupt or Fraudulent Practices	*Replace the entire Sub-Clause 15.6 with the following:* If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer]. Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].	
Sub-Clause 17.2 Contractor's Care of the Works	*No amendment of this Sub-Clause*	*Add to the end of Sub-Clause 17.2, the following:* "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 *[Operating License]*. 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. 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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		outstanding work is completed. Subject to the provisions of Sub-Clause 17.6 *[Limitation of Liability]*, the Contractor's risks during the Operation and Maintenance Period are: (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; (b) All risks resulting from the excavation, installation and repair of the water network and reinstatement of the roads, 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]."*
Sub-Clause 17.4 Consequences of Employer's Risks	*No amendment of this Sub-Clause*	*Add to the start of Sub-Clause 17.4, the following:* "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."
Sub-Clause 17.8 Emergencies During the Operation and Maintenance period	*No amendment of this Sub-Clause*	*Add New Sub-Clause 17.8, the following:* **"Operation and Maintenance Period** **(a) Emergency Plan**

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		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) Action** 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 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. (c) **Expenditure** 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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		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. (d) **Notification** 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 inquires to the Contractor shall be directed by the Contractor to the Employer."
Sub-Clause 18.2 Insurance for Works and Contractor's Equipment	*No amendment of this Sub-Clause*	*Add to the end of Sub-Clause 18.2, the following:* "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. The Contractor shall, without limiting its or the Employer's obligations and responsibilities, insure under Force Majeure conditions: (a) The Works together with materials and Transmission & Distribution Infrastructure System for incorporation therein, to the full replacement cost (term "cost" in this context shall include profit).

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		(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."
Sub-Clause 18.3 Insurance against Injury to Persons and Damage to Property	*No amendment of this Sub-Clause*	*Add to the end of Sub-Clause 18.3, the following:* "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."
Sub-Clause 18.4 Insurance for Contractor's Personnel	*No amendment of this Sub-Clause*	*Add to the end of Sub-Clause 18.4, the following:* "The Contractor shall ensure that an insurance for Operation and Maintenance works as specified in this sub-Clausebe 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."
Sub-Clause 18.5 Other insurances required by Law and by Local Practice	*No amendment of this Sub-Clause*	*Add New Sub-Clause 18.5, the following:* "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."
Sub-Clause 20.2	*No amendment of this Sub-Clause.*	*Add to the end of Sub-Clause 20.2 with:*

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
Appointment of the Dispute Board		"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."
Sub-Clause 20.4 Obtaining Dispute Board's Decision	*No amendment of this Sub-Clause.*	*Add to the end of Sub-Clause 20.4 with:* **"Amicable Resolution During the O&M Contract**: (a) Save where expressly stated to the contrary in this Contract, any dispute, difference or controversy of whatever nature 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. (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 amicable resolve the Dispute. (c) If the Dispute is not amicably settled within thirty days of such meeting between the Parties, either Party shall have

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		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. 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 with this Sub-Clause."
Sub-Clause 20.5 Amicable Settlement	*No amendment of this Sub-Clause*	*Add to the end of Sub-Clause 20.5, the following:* "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."
Sub-Clause 20.6 Arbitration	*Replace the entire Sub-Clause 20.6 with the following:* "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	*Replace the entire Sub-Clause 20.6 with the following:* "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:

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	shall be conducted as follows: (a) if the contract is with foreign contractors (or if the lead partner is a foreign contractor, in case of JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules. (b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country. The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]. The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of 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. 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	(a) if the contract is with foreign contractors (or if the lead partner is a foreign contractor, in case of JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules. (b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country. The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]. Under the O&M Contract, in accordance with Sub-Clause 20.6, the place of arbitration will be New Delhi, India, being it a place of incidence. 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. 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.

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
	decision of the DB shall be admissible in evidence in the arbitration. 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."	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."
Sub-Clause 21 Other Operation and Maintenance	*No amendment of this Sub-Clause*	*Add New Sub-Clause 21 as:* (a) The Contractor shall supply the water by tankers to the affected customers using his fleet of tankers and as per the regulations of the Employer. (b) Un authorised Water Connections: (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. (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. (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

GC Sub-Clause No.	B-1: Portion of Construction Works (Section 1)	B-2: Portion of Operation and Maintenance Works (Section 2)
		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.

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 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, Package 3 (Central 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 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, Package 3 (Central 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 Corrigendum and Addendum and reply to Pre-Bid Queries issued;

(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 Contractor's Proposal, post Bid-opening correspondence and any other documents forming part of the Contract;

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

(xii) 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) Project-II
Delhi Jal Board, Govt of NCT of Delhi, (DJB)
Room 314, Varunalaya Phase II, 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 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, Package 3 (Central 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]*),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the

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

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]*[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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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.]

[2] *Insert the date twenty-eight days after the expected completion dateas described in GC Clause 11.9.*

Advance Payment Security

Demand Guarantee

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: The Chief Engineer (Water) Project-II
Delhi Jal Board, Govt of NCT of Delhi, (DJB)
Room 314, Varunalaya Phase II, 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 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, Package 3 (Central 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]*)[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

(a) 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]*,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

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

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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.]

[2] *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) Project-II
Delhi Jal Board, Govt of NCT of Delhi, (DJB)
Room 314, Varunalaya Phase II, 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 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, Package 3 (Central 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]*)[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

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

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

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

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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.]

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

[2] *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9.*