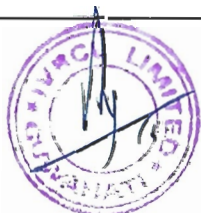


Contract C#05 : Schedule of Adjustment Data

Civil Work							
Item No.	Description	Basic Amount in INR	Non-adjustable	Labour portion (L)	Steel (MS)	Other Materials (MA)	Equipment operation (E)
			a	b	c1	c2	d
(c)	600 mm diameter		25%	20%		40%	15%
5.6	Handling, aligning, and installing in true to line and level following diameters of PN 1.6 rated Double chamber Air valves with in built sluice valve with all accessories and as per specifications and drawings. This item includes transportation of valves and accessories from the storeyard to the project site, loading, unloading, hoisting, assembling and jointing, including the cost of jointing materials such as rubber packing, nuts, bolts, etc., as per the specifications and drawings.						
(a)	80 mm diameter		25%	20%		40%	15%
(b)	100 mm diameter		25%	20%		40%	15%
(c)	150 mm diameter		25%	20%		40%	15%
5.8	Handling, aligning, and fixing in true to line and level following diameters Pressure Reducing valve double flanged ends . The item includes transportation of valves and accessories from store yard to site, loading, unloading, hoisting, lowering, grinding wherever necessary, assembling and jointing, including cost of jointing materials such as rubber packing, nuts bolts etc., providing temporary supports, all complete with approved equipment, for all leads and lifts. The item shall be as per specification, drawing and as directed.						
	100mm dia		25%	20%		40%	15%
	150mm dia		25%	20%		40%	15%
	200mm dia		25%	20%		40%	15%
	250mm dia		25%	20%		40%	15%
	300mm dia		25%	20%		40%	15%




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Contract C#05 : Schedule of Adjustment Data

Civil Work							
Item No.	Description	Basic Amount in INR	Non-adjustable	Labour portion (L)	Steel (MS)	Other Materials (MA)	Equipment operation (E)
			a	b	c1	c2	d
5.9	Handling, aligning, and fixing Fire hydrants true to line and level. The item includes transportation of valves and accessories from store yard to site, loading, unloading, hoisting, lowering, grinding wherever necessary, assembling and jointing with cost of jointing material such as rubber packing, nuts bolts, providing temporary supports etc., all complete with approved equipment, for all leads and lifts. The item shall be as per specification, drawing and as directed.		25%	20%		40%	15%
Subtotal							
6.0	VALVE CHAMBERS						
6.1	Construction of RCC and Brick masonry chambers for valves, hydrants, flow meters etc. including cost of PCC and RCC work, cost of supply and bending and binding of steel with required shuttering, cost of brick work with plaster from inside and outside, precast slabs and supply and installation of SFRC frame and coves wherever required, including all the miscellaneous items of work, but excluding the supply and installation of pipes and specials, valves etc. The item shall be as per specification, drawing and as directed.						
(a)	Chamber for Sluice valve TYPE S1		25%	20%	20%	20%	15%
(b)	Chamber for Sluice valve TYPE S2		25%	20%	20%	20%	15%
(c)	Chamber for Wash out valve TYPE W1		25%	20%	20%	20%	15%
(d)	Chamber for Wash out valve TYPE W2		25%	20%	20%	20%	15%
(e)	Chamber for Butterfly valve TYPE B1		25%	20%	20%	20%	15%
(f)	Chamber for Butterfly valve TYPE B2		25%	20%	20%	20%	15%
(g)	Chamber for Air valve TYPE A1		25%	20%	20%	20%	15%
(h)	Chamber for Air valve TYPE A2		25%	20%	20%	20%	15%
(i)	Chamber for Air valve TYPE A3		25%	20%	20%	20%	15%
(j)	Chamber for Fire hydrant TYPE F1		25%	20%	20%	20%	15%
(k)	Chamber for Pressure reducing valve/ Flowmeter TYPE P1		25%	20%	20%	20%	15%
(l)	Chamber for Pressure reducing valve/ Flowmeter TYPE P2		25%	20%	20%	20%	15%
(m)	Chamber for Pressure reducing valve/ Flowmeter TYPE P3		25%	20%	20%	20%	15%



Contract C#05 : Schedule of Adjustment Data

Civil Work							
Item No.	Description	Basic Amount in INR	Non-adjustable	Labour portion (L)	Steel (MS)	Other Materials (MA)	Equipment operation (E)
			a	b	c1	c2	d
(n)	Chamber for Pressure reducing valve and flow meter TYPE P4		25%	20%	20%	20%	15%
(o)	Chamber for Pressure reducing valve and flow meter TYPE P5		25%	20%	20%	20%	15%
Subtotal							
7.0	MISCELLENEOUS CIVIL WORK						
7.1	Plain Cement Concrete Work						
	Providing and placing plain cement concrete (PCC) of one of the following grades for thrust blocks, anchor blocks, floatation blocks, etc. with 20-40mm stone aggregate (crusher broken) including finishing the surface, shuttering and staging, curing etc. as per the specifications and drawings and as directed by the Employer's Representative. This is Work not included in Item 6.						
(a)	Grade M15 concrete		25%	20%	0%	40%	15%
(b)	Grade M20 concrete		25%	20%	0%	40%	15%
7.2	Reinforced Cement Concrete Work						
	Providing and placing reinforced cement concrete (RCC) of one of the following grades with 10-20 mm stone aggregate (crusher broken) including shuttering and staging, curing etc. as per the specifications and drawings and as directed by the Employer's Representative. This is Work not included in Item 6.						
(a)	Grade M20 concrete		25%	20%	0%	40%	15%
(b)	Grade M25 concrete		25%	20%	0%	40%	15%




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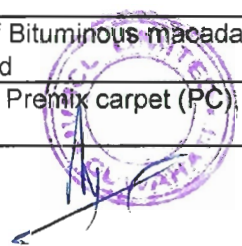
Contract C#05 : Schedule of Adjustment Data

Civil Work							
Item No.	Description	Basic Amount in INR	Non-adjustable	Labour portion (L)	Steel (MS)	Other Materials (MA)	Equipment operation (E)
			a	b	c1	c2	d
7.3	Concrete Reinforcement						
	Providing and fabricating steel reinforcement with Fe 415 grade steel for RCC work including straightening, cutting, bending, placing in position and tying (including cost of tie wire) ,taxes and duties, transportation etc. all complete, as per specifications and drawings and as directed by the Employer's Representative. This is Work not included in Item 6.		25%	20%	40%	0%	15%
7.4	Brick Masonry Work						
	Construction of Brick Masonry for sub/superstructure of 230/350 mm thick walls using cement mortar with a cement to sand ratio of 1:6. This item includes the cost of transportation of all materials, labor, scaffolding, curing etc. as per specifications and drawings and as directed by the Employer's Representative. This is Work not included in Item 6.		25%	20%	0%	40%	15%
7.5	Plastering Work						
(a)	Providing and applying cement sand plaster 12 mm thick in a single coat using cement mortar with a cement to sand ratio of 1:4 without neeru finish to concrete or brick surfaces including scaffolding and curing as directed by the Employer's Representative. This is Work not included in Item 6.		25%	20%	0%	40%	15%
(b)	Providing and applying cement sand plaster 20 mm thick in a single coat using cement mortar with a cement to sand ratio of 1:4 without neeru finish to concrete or brick surfaces including scaffolding and curing as directed by the Employer's Representative. This is Work not included in Item 6.		25%	20%	0%	40%	15%
7.6	Providing and laying boulder soling with boulders 100-200mm size in foundation, packing with locally available mooram and sand, including watering, dressing and leveling, all complete as per drawing and specification and as directed.		25%	20%	0%	40%	15%



Contract C#05 : Schedule of Adjustment Data

Civil Work							
Item No.	Description	Basic Amount in INR	Non-adjustable	Labour portion (L)	Steel (MS)	Other Materials (MA)	Equipment operation (E)
			a	b	c1	c2	d
7.7	Providing and laying 100 mm thick brick soling for foundations and under flooring with best quality jhama brick, sand packed and laid to level after preparing the subgrade including all labor and materials and dewatering if necessary, complete and as per the specifications and drawings and as directed by the Employer's Representative. This is Work not included in Item 6.		25%	20%	0%	40%	15%
7.8	Structural Steel Work						
	Providing and fabricating structural steel work in rolled sections including joists, channels, angles, beams, etc. including cutting, fabricating, grinding, hoisting, erecting, fixing in position making bolted/welded connections, applying coatings etc., as per the specifications and drawings and as directed by the Employer's Representative.		25%	20%	40%	0%	15%
Subtotal							
8.0	ROAD RESTORATION						
8.1	Reconstruction of Bituminous Asphalt Roads						
a)	Providing and laying of Granular sub base (GSB), as per specification drawing and as directed		25%	20%	0%	40%	15%
b)	Providing and laying of Prime coat, as per specification drawing and as directed		25%	20%	0%	40%	15%
c)	Providing and laying of Wet mix macadam (WMM) , as per specification drawing and as directed		25%	20%	0%	40%	15%
d)	Providing and laying of Dense graded bituminous macadam (DBM), as per specification drawing and as directed		25%	20%	0%	40%	15%
e)	Providing and laying of Semi dense bituminous concrete (SDBC), as per specification drawing and as directed		25%	20%	0%	40%	15%
f)	Providing and laying of Tack coat (TC), as per specification drawing and as directed		25%	20%	0%	40%	15%
g)	Providing and laying of Bituminous macadam (BM), as per specification drawing and as directed		25%	20%	0%	40%	15%
h)	Providing and laying of Premix carpet (PC), as per specification drawing and as directed		25%	20%	0%	40%	15%



Contract C#05 : Schedule of Adjustment Data

Civil Work							
Item No.	Description	Basic Amount in INR	Non-adjustable	Labour portion (L)	Steel (MS)	Other Materials (MA)	Equipment operation (E)
			a	b	c1	c2	d
8.2	Reconstruction of WBM Roads						
a)	Providing , laying ,spreading and compacting stone aggregates of specific sizes as per specification and drawing to water bound macadam including spreading in uniform thickness, hand packing, rolling with vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of stone screenings & binding material, and completer as per specification drawing and as directed		25%	20%	0%	40%	15%
8.3	Reconstruction of Concrete Roads						
	Providing, placing and finishing Cement Concrete roads to match the existing roadway which was removed, if directed by the Employer's Representative . Grade M20 concrete shall be used and placed to the same depth as the existing roadway surface. A screeded finish shall be applied.		25%	20%	0%	40%	15%
8.4	Reconstruction of Brick Roads						
	Providing and laying of bricks on edge for road restoration on earth subgrade. The bricks shall be on edge, diagonally placed, and gap filled up with sand, all complete, as per specification and drawings.		25%	20%	0%	40%	15%
	Subtotal						
	TOTAL						

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(V) - The Particular Conditions (PC)

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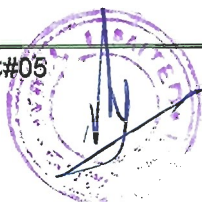


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**Chief Executive Officer
Guwahati Metropolitan Dev. Authority**

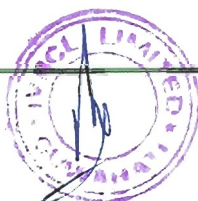
The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A - Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	The Employer is: Guwahati Metropolitan Development Authority, Government of Assam, Guwahati, Assam, India. The Chief Executive Officer (CEO), JICA ODA Loan Project, Guwahati Metropolitan Development Authority, 3rd Floor, STAFFED Building, G.M.C.H Road, Bhangagarh, Guwahati-781005, Assam, India. Tel.: +91 361 2529650, Fax: +91 361 2529991
Engineer's name and address	1.1.2.4 & 1.3	Project Management Consultant (PMC) 1st Bylane Lichubari, Near Ganesh Mandir Higher Secondary School, Six Mile, Khanapara, Guwahati – 781022, Assam, India Tel No. +91 361 23630077
Bank's name	1.1.2.11	The Incorporated Administrative Agency-Japan International Cooperation Agency (JICA)
Borrower's name	1.1.2.12	Government of India
Time for Completion	1.1.3.3	The Time for Completion of the whole of the Facilities shall be 30 (Thirty) months from the Effective Date as described in the Contract Agreement. The whole of the Works, including Testing, Trial Run and Commissioning Test shall be completed within the period specified above. The Taking-Over Certificate will be issued upon successful completion of the Tests on Completion as per Clause 9 and rectification of any defects observed during this period.
Defects Notification Period	1.1.3.7	365 days
Sections	1.1.5.6	N/A
Electronic transmission systems	1.3	N/A
Governing Law	1.4	The Contract shall be interpreted in accordance with the laws of Assam and India. The Jurisdiction shall be the territory of Union of India.
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to the Site	2.1	15 (Fifteen) days after Commencement Date
Engineer's Duties and Authority	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of Five percent (5%) shall require approval of the Employer.
Performance Security	4.2	The performance security will be in the amount(s) of Ten percent (10%) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. The performance security shall be in the form of the Unconditional Guarantee attached hereto in the section on Sample Forms and Procedures, issued by Nationalized or Scheduled Bank located in India acceptable to the Employer. The issuing branch of such bank shall be located in India, and the bank guarantee shall, if invoked, be encashable when presented in the branch office of such bank located in Guwahati, Assam, India. When providing such security to the Employer, the Contractor shall notify the Employer's Representative of so doing.
Normal working hours	6.5	Normal working hour shall be: 8 AM to 6 PM. Night working with the permission of Engineer during construction phase
Delay damages for the Works	8.7 & 14.15(b)	0.05% of the Contract Price per day.
Maximum amount of delay damages	8.7	10% of the final Contract Price.
Provisional Sums	13.5.(b)(ii)	NA
Adjustments for Changes in Cost	13.8	Delete GC 13.8 and replace with Annexure 2



Total advance payment	14.2	<p>a) Ten percent (10%) of the total contract price as an advance payment against an irrevocable advance payment security for the equivalent amount made out in favour of the Employer.</p> <p>b) The advance shall be recovered in 18 nos. equal monthly instalment, with first instalment commencing from the 7th month from the Effective Date. In case no interim payment is made in a particular month after 7th month, the recovery from the interim payment made in any particular month shall be equivalent to commutative recovery due but not made in proceeding month.</p> <p>100% of the advance payment shall stand recovered by the end of 24th month after the scheduled date of start or 85% progressive payment of contract amount, whichever is earlier. In case of default to repay the advance payment awaited by the end of 24th month, the mobilization advance would stand recovered in full by encashment of BGs.</p>
Percentage of Retention	14.3	5 %
Limit of Retention Money	14.3	5 % of the Accepted Contract Amount
Plant and Materials	14.5(b)(i)	NA
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site : Pipe apprehended valves, and specials.
Minimum Amount of Interim Payment Certificates	14.6	1% (One Percent) of the Accepted Contract Amount.
Maximum total liability of the Contractor to the Employer	17.6	The product of 1.0 times the Accepted Contract Amount.
Periods for submission of insurance:	18.1	
	a. evidence of insurance.	28 (Twenty-eight) days
	b. relevant policies	28 (Twenty-eight) days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Nil
Minimum amount of third party insurance	18.3	INR 1 million
Date by which the DB shall be appointed	20.2	45 days from the commencement date
The DB shall be comprised of	20.2	Three Members
List of potential DB sole members	20.2	None
Appointment (if not agreed) to be made by	20.3	The Employer
Rules of arbitration	20.6	<p>Any dispute not settled amicably and in respect of which the decision by DB (if any) has not become final and binding shall be finally settled by arbitration. The aggrieved party may approach the Indian Council of Arbitration, within 90 days from the date of the decision by DB, for settlement of dispute or difference by the sole arbitrator to be appointed by the appropriate authority of the said council. The settlement of dispute by arbitration shall be in accordance with the following provisions:</p> <p>1. Selection of Arbitrators: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>a. Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator.</p> <p>b. Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Consultants shall each appoint one arbitrator, and these two arbitrator shall jointly appoint a third arbitrator, who shall chair the arbitration panel.</p> <p>2. Rules of Procedures: All rules will be based on The</p>



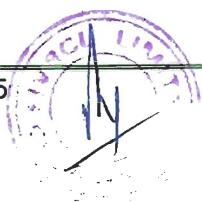
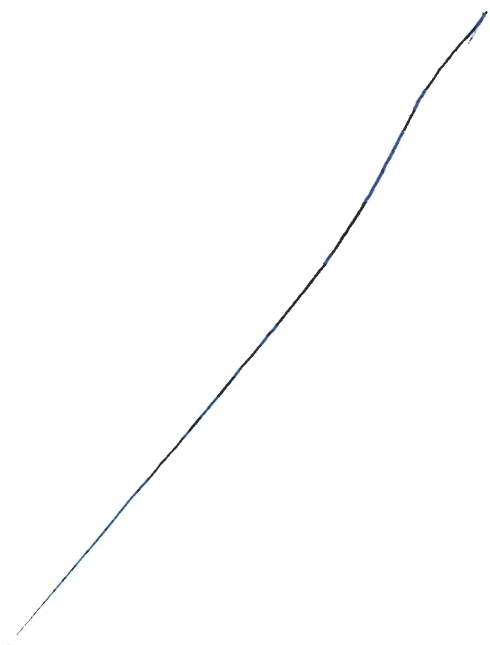
Indian Arbitration & Conciliation Act, 1996.

3. **Substitute Arbitrators:** If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
4. **Qualifications of Arbitrators:** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) and (b) of Clause 20.6-1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.
5. **Miscellaneous:** In any arbitration proceeding hereunder:
 - a. Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati;
 - b. The English language shall be the official language for all purposes; and

The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Table: Summary of Sections

Section Name/Description (Sub-Clause 1.1.5.6)	Time for Completion (Sub-Clause 1.1.3.3)	Damages for Delay (Sub-Clause 8.7)
N/A	N/A	N.A



Part B - Specific Provisions

Sub-Clause 1.15 Inspections and Audit by the Bank	This Sub-Clause is deleted entirely.
Sub-Clause 2.4 Employer's Financial Arrangements	Financial arrangement is Japanese ODA Loan of amount 29,453 million Japanese Yen. The loan Agreement was signed on March 31, 2009
Sub-Clause 4.18 Protection of the Environment	The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein, comply with all provisions in the Loan Agreement between the Bank and the Borrower with respect to the protection of the environment.
Sub-Clause 8.1 Commencement of Works	Sub-paragraph (b) deleted entirely
Sub-Clause 14.1 The Contract Price	Bidders are informed that certain tax and duty exemptions are available as per the following GOI notifications: <ul style="list-style-type: none"> a) In accordance with Notification No. 108/95-CE dated 28.8.1995 (Goods Supplied to UN or an International Organization) and subsequent amendments, the Central Government has granted exemptions for all goods falling under the Schedule to the Central Excise Tariff Act 1985 when supplied to projects financed by Japan International Cooperation Agency and approved by the Government of India from the whole of (1) the duty of excise leviable thereon under Section 3 of the Central Excise Act, 1944 (1 of 1944), and (2) the additional duty of excise leviable thereon under Sub-Section (1) of Section 3 of the Additional Duties of Excise (Goods of Special Importance) Act, 1957 (58 of 1957), provided that the need for such goods are properly certified by the appropriate authorities. b) In addition, as per Notification No. 84/97-Cus. dated 11.11.1997 and subsequent amendments, and under General Exemption No. 1A, Exemptions to Imports by United Nations or International Organization for Execution of Projects in India, the Central Government has granted exemptions for all goods imported into India for execution of projects financed by an International Organization and approved by the Government of India, from (1) the whole of the duty of customs leviable thereon under First Schedule to the Customs Tariff Act, 1975 (51 of 1975), (2) the whole of the additional duty of customs leviable thereon under Section 3 of the said Act, and (3) the whole of the special duty of customs leviable under Section 68 of the Finance (No. 2) Act 1996 (33 of 1996), provided that the need for such goods is properly certified by the appropriate authorities.
Sub-Clause 16.2 Termination by Contractor	Sub-paragraph (a) is deleted].
Sub-Clause 20.2 Appointment of the Dispute Board	No change.

Annexure -1
Terms and Procedures of Payment
Payment Schedule for Interim Valuations

In accordance with the provisions of GC Clause 14 (Contract Price and Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the price Breakdown given in the section on Price Schedule. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Application for payment in respect of part deliveries may be made by the Contractor as work proceeds.

(A) Terms of Payment

Advance Payment:

- a) Ten percent (10%) of the total contract price as an advance payment against an irrevocable advance payment security for the equivalent amount shall be made out in favour of the Contractor.
- b) Advance payment shall be recovered in 18 equal monthly instalments, with the first instalment commencing from the 7th month from the Effective Date. In case no interim payment is made in a particular month after 7th month, the recovery from the interim payment made in any particular month shall be equivalent to cumulative recovery due to but made in proceeding month.
100% of the advance payment shall stand recovered by the end of 24th month after the scheduled date of start or 85% progress payment of contract amount whichever is earlier. In case of default to repay the advance payment awaited by the end of 24th month, the mobilization advance would stand recovered in full by encashment of Bank Guarantees.

In respect of pipe materials, installation and all civil works, payment for the following items shall be made as:

1. Earthwork

- a) Ninety Five percent (95%) of the total accepted price of the item upon the progress achieved for the relevant item.
- b) Five percent (5%) of the total accepted price of the item upon completion of cleanup, removal of debris and Contractor's equipment and materials, final grading and restoration of the site(s).

2a. D.I. Pipeline (Employer Furnished)

One Hundred percent (100%) of the total accepted price of the item upon successful completion of the relevant item and commissioning.

2b. MS Pipeline, HDPE Pipeline, and All Specials (Contractor Furnished)

- a) Eighty five percent (85%) of the total accepted price for the item upon supply, delivery to the site, proper storage and acceptance of the relevant item.
- b) Fifteen percent (15%) of the total accepted price of the item upon successful completion of the relevant item and commissioning.

3. Valves and Appurtenances (Contractor Furnished)

- a) Eighty five percent (85%) of the total accepted price for the item upon supply, delivery to the site, proper storage and acceptance of the relevant item.
- b) Fifteen percent (15%) of the total accepted price of the item upon successful completion of the relevant item and commissioning.

4. Valve Chamber

- a) Ninety Five percent (95%) of the total accepted price of the item upon the progress achieved for the relevant item.
- b) Five percent (5%) of the total accepted price of the item upon completion of cleanup, removal of debris and Contractor's equipment and materials, final grading and restoration of the site(s).

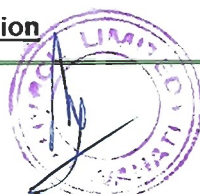
5. Pipe Jacking

- a) Fifty percent (50%) of the total accepted price for the item upon construction of the Jacking pits, the set-up of Jacking Equipment and supply, delivery and storage of the M.S. Casing Pipe.
- b) Fifty percent (50%) of the total accepted price of the item upon successful completion of pipe jacking, removal of the Jacking Equipment, and all other activities as per item description.

6. Testing, Trial Runs and Commissioning

- a) Hundred percent (100%) of the total accepted price of the item upon progress achieved for the relevant item.

7. Road Restoration



- a) Ninety Five percent (95%) of the total accepted price of the item upon the progress achieved for the relevant item.
- b) Five percent (5%) of the total accepted price of the item upon completion of cleanup, removal of debris and Contractor's equipment and materials, final grading and restoration of the site(s).

8. Miscellaneous Civil Works

- a) Ninety Five percent (95%) of the total accepted price of the item upon the progress achieved for the relevant item.
- b) Five percent (5%) of the total accepted price of the item upon completion of cleanup, removal of debris and Contractor's equipment and materials, final grading and restoration of the site(s).

9. Survey Work

- a) Eighty percent (80%) of the total accepted price for the item upon submission and approval by the Employer's Representative of the preliminary survey drawings and CADD files.
- b) Twenty percent (20%) of the total accepted price of the item upon submission and approval by Employer's Representative of the final survey drawings and CADD files.

Retention

Monthly payment in accordance with the work progress measured and approved by the Employer's Representative with reduction of Five percentage (5%) for retention money.

Retention money of Five percentage (5%) upon successful completion of the work and commissioning upon issue of the Work Contract Completion Certificate, including rectifying any defects observed during this period.

Provisional Sum Items

As per Requirement

100%-Payment in full upon production of receipts for any approved expenditures

Day work

As per Requirement

100% - Payment in full upon the providing of labor, materials and equipment as requested and witnessed by the Employer's Representative.



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**Chief Executive Officer
Guwahati Metropolitan Dev. Authority**

(B) Payment terms and Procedures

The Procedures to be followed in applying for certification and making payment shall be as follows:

1. All payments shall be made within 45 days after receiving invoices of appropriate elements in the price schedule, after due check by accounts & audit by the Accounts Section of Employer's representative's Office, and corrections as deemed fit for justified reasons.
2. All payments shall be treated as advances till settlement of Final Account & Billing and in the event of any over payments or wrong payments are noticed the same shall be adjusted or recovered forthwith, from the Contractor, from any amount due to him.
3. The mobilization advance shall not carry any interest
4. An interest of 4% (Four percent) per annum is payable by the Employer if the disbursement of payment is delayed beyond 60 days.
5. The payments will be as certified by the Employer's Representative and as per disbursement procedure of JICA ODA Loan.

Annexure 2. Price Adjustment**Sample Price Adjustment Formula**

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_1 = P_0 \times \left(a + b \frac{L_1}{L_0} + c_1 \frac{MS_1}{MS_0} + c_2 \frac{MA_1}{MA_0} + d \frac{E_1}{E_0} \right) - P_0$$

in which:

P_1 = adjustment amount payable to the Contractor

P_0 = Contract Price (base price)

a = fixed element representing profit and overhead in Contract Price ($a = \underline{\quad}$ %)

b = estimated percent of labor portion in Contract Price ($b = \underline{\quad}$ %)

c_1 = estimated percent of material portion (Steel) in Contract Price ($c_1 = \underline{\quad}$ %)

c_2 = estimated percent of material portion (other material) in Contract Price ($c_2 = \underline{\quad}$ %)

d = estimated percent of plant & equipment component in Contract Price ($d = \underline{\quad}$ %)

L_0, L_1 = cost index for labor indexes applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

MS_0, MS_1 = cost index for the raw materials i.e. steel in the country of origin on the base date and the date for adjustment, respectively

MA_0, MA_1 = cost index for the major raw materials i.e. other than steel in the country of origin on the base date and the date for adjustment, respectively

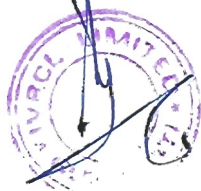
E_0, E_1 = cost indexes for equipment operation i.e. fuel and lubricants in the country of origin on the base date and the date for adjustment, respectively

The sum of the five coefficients a, b, c_1, c_2 and d shall be one (1) in every application of the formula.

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Schedule of Adjustment Data

Adjustments for Changes in Cost and Legislation – Price Adjustment Factors	Symbol	Price Adjustment Factors as Provided Below: <i>(Bidder shall specify sources of cost indices where these are not specified below)</i>
For costs incurred in India and/or paid in Indian Rupees:		
• Cost Index for Labour	L	The Consumer Price Index for Industrial Workers for the month in which the adjustment date falls, published by Government of India Ministry of Labour & Employment, Labour Bureau for Guwahati. (Base : 2001 = 100)
• Cost Index for Materials, other than steel	MA	The average wholesale price index for all commodities for the month in which the adjustment date falls, as published by the Reserve Bank of India for India (Base: 1993-94 = 100)
• Cost Index for Materials - steel (applicable only for steel supplied for pipe manufacture and structural reinforcing bars)	MS	The average wholesale price index for iron and steel for the month in which the adjustment date falls, as published by the Reserve Bank of India for India (Base: 1993-94 = 100)
• Cost Index for Equipment Operation (fuel and lubricants)	E	The average wholesale price index for fuel, power, light and lubricants for the month in which the adjustment date falls, as published by the Reserve Bank of India for India (Base: 1993-94 = 100)
For costs incurred outside India and/or paid in Foreign Currency:		
• Cost Index for Labour	L	<i>(Bidder to specify source of Index and provide copy of the most recent Cost Index along with the Bid)</i>
• Cost Index for Materials, other than steel	MA	<i>(Bidder to specify source of Index and provide copy of the most recent Cost Index along with the Bid)</i>
• Cost Index for Materials - steel (applicable only for steel supplied for pipe manufacture and structural reinforcing bars)	MS	<i>(Bidder to specify source of Index and provide copy of the most recent Cost Index along with the Bid)</i>
• Cost Index for Equipment Operation (fuel and lubricants)	E	<i>(Bidder to specify source of Index and provide copy of the most recent Cost Index along with the Bid)</i>



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Adjustment Factors to be used in the Adjustment Formula:					
Coefficients:	a (Non-adjustable Portion)	b (Labor Portion) (L)	(Materials Portion)		d (Equipment Operation Portion) (E)
			c₁ Steel (MS)	c₂ Other Materials (MA)	
Supply and Delivery of Materials to be Incorporated into the Permanent Works:					
• For supply and deliver to the Site of Pipes, valves, fitting and accessories of Mild Steel Pipe & HDPE Pipes.	25%				
Installation and Other Services					
• For installation, testing, training, trial run and commissioning services	100%				
Civil Works					
• Installation of Distribution mains including valve chamber , thrust block, river & railway crossing etc	25%				
• General Civil Works, including site development works, roads and drains, etc., but excluding those works described in the following paragraphs.	25%				

Note: The weight of each adjustment factor (other than column a) is to be set by the bidder.

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Conditions Applicable To Price Adjustment

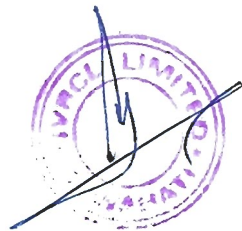
The Bidder shall indicate the source of labour and materials indexes and the base date indexes in its bid.

The base date shall be the date twenty-eight (28) days prior to the Bid closing date.

The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant and Equipment.

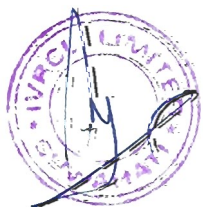
The following conditions shall apply:

- (a) Price adjustment will be applied only if the resulting increase or decrease is more than two percent (2%) of the Contract Price.
- (b) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.
- (c) If the currency in which the Contract Price, P_0 , is expressed is different from the currency of the country of origin of the labor and/or materials indexes, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (d) No price adjustment shall be payable on the portion of the Contract Price paid to the Contractor as an advance payment.




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(VI) – The General Conditions (GC)




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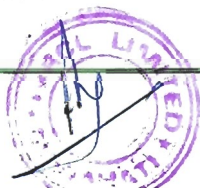
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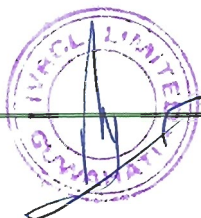


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VI. General Conditions (GC)

Guwahati Metropolitan Development Authority
Government of Assam, Guwahati, Assam, India

Contract Package No.: C#05

Procurement of Works (Item Rate)
Supply, Installation, Construction and Commissioning of M.S. Pipes &
Installation and Commissioning of D.I. Pipes for Distribution Network
in Ramsa Hill & Amiya Nagar of South Central Zone.

GC are as per the Bank Harmonized Edition of the Conditions of Contract for Construction prepared by the International Federation of Consulting Engineer, FIDIC 2005 in accordance to the Sample Document.




Chief Executive Officer
Guwahati Metropolitan Dev. Authority

General Conditions

1. General Provisions

1.1 Definitions

In the Conditions of Contract ("these Conditions"), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 "Contract Agreement" means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

1.1.1.3 "Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

1.1.1.4 "Letter of Tender" means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.

1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.

1.1.1.7 "Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

1.1.1.8 "Tender" means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

1.1.1.9 "Bill of Quantities", "Daywork Schedule" and "Schedule of Payment Currencies" mean the documents so named (if any) which are comprised in the Schedules.

1.1.1.10 "Contract Data" means the pages completed by the Employer entitled contract data which constitute Part A of the Particular Conditions.

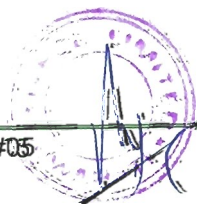
1.1.2 Parties and Persons

1.1.2.1 "Party" means the Employer or the Contractor, as the context requires.

1.1.2.2 "Employer" means the person named as employer in the Contract Data and the legal successors in title to this person.

1.1.2.3 "Contractor" means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).

1.1.2.4 "Engineer" means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of



the Engineer].

1.1.2.5 "Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor.

1.1.2.6 "Employer's Personnel" means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.

1.1.2.7 "Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

1.1.2.8 "Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

1.1.2.9 "DB" means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board]

1.1.2.10 "FIDIC" means the Fédération Internationale des Ingénieurs-Conseils, the international federation of consulting engineers.

1.1.2.11 "Bank" means the financing institution (if any) named in the Contract Data.

1.1.2.12 "Borrower" means the person (if any) named as the borrower in the Contract Data.

1.1.3 Dates, Tests, Periods and Completion

1.1.3.1 "Base Date" means the date 28 days prior to the latest date for submission of the Tender.

1.1.3.2 "Commencement Date" means the date notified under Sub-Clause 8.1 [Commencement of Works].

1.1.3.3 "Time for Completion" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.

1.1.3.4 "Tests on Completion" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.

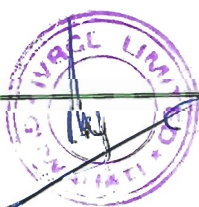
1.1.3.5 "Taking-Over Certificate" means a certificate issued under Clause 10 [Employer's Taking Over].

1.1.3.6 "Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.

1.1.3.7 "Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated 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].

- 1.1.3.8 "Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].
- 1.1.3.9 "day" means a calendar day and "year" means 365 days.
- 1.1.4 Money and Payments**
- 1.1.4.1 "Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- 1.1.4.2 "Contract Price" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.
- 1.1.4.3 "Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.4.4 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].
- 1.1.4.5 "Final Statement" means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].
- 1.1.4.6 "Foreign Currency" means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.
- 1.1.4.7 "Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.
- 1.1.4.8 "Local Currency" means the currency of the Country.
- 1.1.4.9 "Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].
- 1.1.4.10 "Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].
- 1.1.4.11 "Retention Money" means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].
- 1.1.4.12 "Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.
- 1.1.5 Works and Goods**
- 1.1.5.1 "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
- 1.1.5.2 "Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
- 1.1.5.3 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
- 1.1.5.4 "Permanent Works" means the permanent works to be executed by the Contractor under the Contract.
- 1.1.5.5 "Plant" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of



the Works.

1.1.5.6 "Section" means a part of the Works specified in the Contract Data as a Section (if any).

1.1.5.7 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

1.1.5.8 "Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6 Other Definitions

1.1.6.1 "Contractor's Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

1.1.6.2 "Country" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.

1.1.6.3 "Employer's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.

1.1.6.4 "Force Majeure" is defined in Clause 19 [Force Majeure].

1.1.6.5 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

1.1.6.6 "Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

1.1.6.7 "Site" means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

1.2 Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree," "agreed" or "agreement" require the agreement to be record in writing;
- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents"

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests



and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
 - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions – Part A,
- (e) the Particular Conditions – Part B
- (f) these General Conditions
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

1.7 Assignment

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
- (b) may, as security in favour of a bank or financial institution,

assign its right to any moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Delayed Drawings or Instructions

The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit

1.10 Employer's Use of Contractor's Documents

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of



computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

1.11 Contractor's Use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Particular Conditions:

- (a) the Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture or other unincorporated grouping of two or more persons:

- (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

1.15 Inspections and Audit by the Bank

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by, auditors appointed by the Bank if required by the Bank.



2. The Employer

- 2.1 Right of Access to the Site**
- The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.
- If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].
- If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - (b) payment of any such Cost plus profit, which shall be included in the Contract Price.
- After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.
- 2.2 Permits, Licences or Approvals**
- The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:
- (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
 - (b) any permits, licences or approvals required by the Laws of the Country:
 - (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - (ii) for the delivery of Goods, including clearance through customs, and
 - (iii) for the export of Contractor's Equipment when it is removed from the Site.
- 2.3 Employer's Personnel**
- The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:
- (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
 - (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].
- 2.4 Employer's Financial Arrangements**
- The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

In addition, if the Bank has notified to the Borrower that the

Chief Executive Officer
Guwahati Metropolitan Dev. Authority

has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in such notice of the extent to which such funds will be available.

2.5 Employer's Claims

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor.

The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

3. The Engineer

3.1 Engineer's Duties and Authority

The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

Except as otherwise stated in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
- (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and
- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions,

discrepancies and non-compliances.

Any act by the Engineer in response to a Contractor's request except otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 4.12 [Unforeseeable Physical Conditions]: Agreeing or determining an extension of time and/or additional cost.
- (b) Sub-Clause 13.1 [Right to Vary]: Instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (c) Sub-Clause 13.3 [Variation Procedure]: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 [Right to Vary] or 13.2 [Value Engineering].
- (d) Sub-Clause 13.4 [Payment in Applicable Currencies]: Specifying the amount payable in each of the applicable currencies

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 [Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Employer.

3.2 Delegation by the Engineer

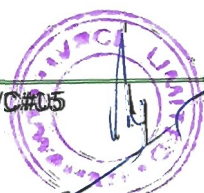
The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.

However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language].

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;
- (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer,



who shall promptly confirm, reverse or vary the determination or instruction.

- 3.3 Instructions of the Engineer** The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

- (a) gives an oral instruction,
- (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

- 3.4 Replacement of the Engineer** If the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.

- 3.5 Determinations** Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4. The Contractor

- 4.1 Contractor's General Obligations** The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.

The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

The Contractor shall, whenever required by the Engineer, submit details

of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- (b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs;
- (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- (d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part 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 these documents and manuals have been submitted to the Engineer.

4.2 Performance Security

The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount and currencies stated in the Contract Data. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.

The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that



currency by an equal percentage.

4.3 Contractor's Representative

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.

The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly.

The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

4.4 Subcontractors

The Contractor shall not subcontract the whole of the Works.

The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Particular Conditions:

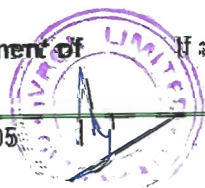
- (a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- (b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors;
- (c) the Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
- (d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].

The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.

4.5 Assignment of

If a Subcontractor's obligations extend beyond the expiry date of the



Benefit of Subcontract

relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- (a) the Employer's Personnel,
- (b) any other contractors employed by the Employer, and
- (c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract.

Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.

4.7 Setting Out

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.8 Safety Procedures

The Contractor shall:

- (a) comply with all applicable safety regulations,
- (b) take care for the safety of all persons entitled to be on the Site,
- (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and

- (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- (d) the Laws, procedures and labour practices of the Country, and
- (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

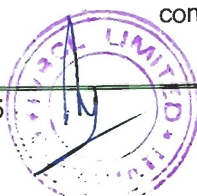
4.11 Sufficiency of the Accepted Contract Amount The Contractor shall be deemed to:

- (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to



the Engineer as soon as practicable.

This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Employer shall provide free of charge unrestricted access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

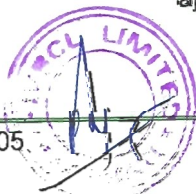
The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.



Except as otherwise stated in these Conditions:

- (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- (d) the Employer does not guarantee the suitability or availability of particular access routes; and
- (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20 Employer's Equipment and Free-Issue Materials

The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification.

