

CONTRACT AGREEMENT
FOR
SUPPLY, DELIVERY & STACKING OF DUCTILE IRON PIPES ISI MARKED
CLASS K9 CONFORMING TO IS 8329:2000 OR EQUIVALENT
INTERNATIONAL STANDARD

(CONTRACT PACKAGE NO. C#08b)

BETWEEN

THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY (GMDA),
GOVERNMENT OF ASSAM, INDIA

AND

ELECTROSTEEL CASTINGS LIMITED, INDIA

ASSAM

Contract Agreement

B 697451

THIS CONTRACT made the 26th day of January, 2011 (state year), between *The Chief Executive Officer, Guwahati Metropolitan Development Authority, Guwahati, Assam, of India* (hereinafter referred to as "the Purchaser") of the one part and *ELECTROSTEEL CASTINGS LIMITED of Kolkata, India* (hereinafter "the Supplier") of the other part.

WHEREAS the Purchaser is desirous that certain goods be provided by the Supplier, viz., *Supply, Delivery & Stacking of Ductile Iron Pipes ISI marked class K9 conforming to IS 8329:2000 or equivalent International Standard (Contract Package No. C#08b)* (hereinafter "the Goods") and has accepted a Bid by the Supplier for the provision of those Goods in the sum of *INR92,04,23,680.00 (Rupees Ninety Two Crores Four Lacs Twenty Three Thousands Six Hundred and Eighty Only)* (hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOW:

1. The Contract shall consist of this Contract Form; and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Contract documents") , all of which by this reference are incorporated herein and made part hereof:

- | | |
|--------------|--|
| Appendix – A | Notification of Award; |
| Appendix – B | Bid Form and Price Schedules; |
| Appendix – C | Special Conditions of Contract; |
| Appendix – D | General Conditions of Contract; |
| Appendix – E | Specifications; |
| Appendix – F | Performance Security Form (Bank Guarantee); |
| Appendix – G | Advance Payment Security; |
| Appendix – H | Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans; and |
| Appendix – I | Addendum to Bid Document |

This Contract sets forth the entire contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.
4. Any notice under this Contract shall be in the form of letter, telex, cable or facsimile. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
3rd Floor, STATFED Building, GMCH Road, Bhangagarh,
Guwahati-781005, Assam, India
Ph No.- +91 361 2529650 Fax No.- +91 361 2529991

and notice to the Supplier shall be properly addressed to:

G. K. Tower, 19 Camac Street, Kolkata – 700017 (India), Tel : +91 33 22839990, Fax : +91 33 22894336

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.



Signature of Purchaser

Signed, Sealed and Delivered by the s

(For the Purchaser) in the presence of

Signed, Sealed and Delivered by the said

(For the Supplier) in the presence of

S. K. NEUATIA,
 (SANSIB ROY)

Appendix – A Notification of Award


Chief Executive Officer
Guwahati Metropolitan Dev. Authority

Appendix – B Bid Form and Price Schedules

ELECTROSTEEL CASTINGS LIMITED

G. K. TOWER, 19 CAMAC STREET, KOLKATA-700 017 (INDIA)
Number 91-33-22839990, 400-90600
(Sales) 91-33-22894337, (Export) 91-33-22894338, (Finance) 91-33-22894339, Price Bid

Letter of Price Bid

AK
20/11/10

To:
The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
3rdFloor, STATFED Building, GMCH Road, Bhangagarh,
Guwahati-781005, Assam, India.

Gentlemen and/or Ladies:

Having examined the Bidding Documents for the above Contract, including the Specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to Procurement of Supply, Delivery & Stacking of Ductile Iron Pipes(Item Rate Contract)IS marked class K9conforming to IS 8329:2000 or equivalent International Standard (Contract Package No. C#08b) in conformity with the said Bidding Documents, including Addenda No 1 for the sum of INR 92,04,23,680.00(INR Ninty two crores Four lacs twenty three thousands six hundred eighty only), or such other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to commence delivery on or after 1stDecember, 2010, and to complete delivery of all the items specified in the Contract within30(Thirty)Months, calculated from the date of receipt of your Notification of Award and in accordance with the Contract Execution Schedule provided in the Special Conditions of Contract.

If our Bid is accepted, we will provide the performance security payable at Guwahati, Assam in the sum of INR 9,20,42,368.00 (INR Nine crores twenty lacs forty two thousands three hundred sixty eight only), equal to 10 (ten)per cent of the Contract price, for the due performance of the Contract.

We agree to abide by this Bid for the period of 90(Ninety)days from the date fixed for bid closing pursuant to Clause 24 of the Instructions to Bidder, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding contract with us.

Chief Executive Officer
Guwahati Metropolitan Dev. Authority



Website : www.electrosteel.com

Regd. Office : Rajgangpur, Orissa

Guwahati Water Supply Project

Price Bid

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this 2nd November of 2010.

(Signature)

Amitava Guzman

(in the Capacity of)

Duly authorized to sign Bid for and on behalf of **ELECTRO**

Sarvesh Roy
(Signature of Witness)

Witness:

Address:

Chief Executive Officer
Guwahati Metropolitan Dev. Authority

1. Price Schedule for Goods to be offered from within the Purchaser's Country:

Item	Description	Country of Origin	Quantity Length in meter of DI Pipe	Unit Price EXW per item per meter a.	Unit Price Local transport, transit insurance, etc. per item per meter.	Unit Price including local transportation, transit insurance, etc. per item per meter (col. 5+6)	Amount including local transportation, transit insurance, etc. per item (Excluding taxes and other levies etc) b (col. 4x7)	Unit Price all taxes, duties and other levies payable etc.	Total price all taxes, duties and other levies payable etc.(col. 4x9)	Total Amount (including local transportation, insurance, etc., other etc.) (col. 8+10)
100mm	Supply, delivery & Stacking of Ductile Iron Pipes IS marked 8329:2000 or equivalent international standard Centrifugally Cast (SPUN) Pressure Pipes for water with Socket, Spigot ends and tyton joints in standard working lengths of 5.5 & 6m for classification K-9 as per details given below suitable for Push- on Joint (Rubber Gasket Jointing) with cement mortar lining inside the pipes as per Annexure-"B" and Zinc Coating with a finishing layer of Epoxy Resin (Blue Epoxy) on external surfaces as per Annexure-"A". All Annexure are as per IS 8329:2000 OR EQUIVALENT INTERNATIONAL STANDARD. Specifications are described in section IV- Technical Specification		330000	1,009.00	83.00	1,092.00	360,360,000.00	40.36	13,318,800.00	373,678,800.00
150mm		"	60000	1,451.00	138.00	1,589.00	95,340,000.00		3,482,400.00	98,822,400.00
200mm		"	33000	1,720.00	180.00	1,900.00	62,700,000.00	68.80	2,270,400.00	64,970,400.00
250mm		"	28000	2,323.00	246.00	2,569.00	71,932,000.00	92.92	2,601,760.00	74,533,760.00
300mm		"	15000	3,053.00	303.00	3,356.00	50,340,000.00	122.12		
400mm		"	19500	4,742.00	511.00	5,253.00	102,433,500.00	189.68		
500mm		"	13000	6,518.00	603.00	7,121.00	92,573,000.00	260.72		
600mm		"	5500	8,645.00	855.00	9,500.00	52,250,000.00	345.80		
							887,928,500.00		32,495,180.00	920,

Signature
of Bidder

Note: In case of

- a. Currencies to be used in accordance with Clause 15 of the Instructions to Bidders. The Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex-warehouse, ex-showroom, or off-the-shelf. These factors should not be entered seperately.

Optional and only when

1. Price Schedule for Goods to be offered from outside the Purchaser's Country

Name		Page		of						
ELECTROSTEEL CASTINGS		2		4						
Item	Description	Country of Origin	Quantity Length in meter of DI Pipe	Unit Price CIF Port of Entry (Specify Port ^{bc}) per Meter	Total CIF Price per item (cols. 4X5)	Unit Price Local transport, transit insurance, etc. ^a	Total Price Local transport, transit insurance, etc. (Col. 4x7)	Unit Price all taxes, duties and other levies payable etc.	Total price all taxes, duties and other levies payable etc. (Col. 4x9)	Total Amount (including local transportation, transit insurance, etc., all taxes and other levies payable etc.) (col. 6+8+10)
100mm	Supply, delivery & Stacking of Ductile Iron Pipes IS marked conforming to IS 8329:2000 OR EQUIVALENT INTERNATIONAL STANDARD Centrifugally Cast									
150mm	Pressure Pipes for water with Socket, ends and tyton joints in standard working lengths of 5.5 & 6m for classification K - 9 as per details given below suitable for Push - On joint (Rubber Gasket Jointing) with cement mortar lining inside the pipes as per Annexure - "B" and Zinc Coating with a finishing layer of Epoxy Resin (Blue Epoxy) on external surfaces as per Annexure - "A".		15000							
200mm										
250mm										
300mm										
400mm			19500							
500mm	All Annexure are as per IS:8329 : 2000 OR EQUIVALENT INTERNATIONAL STANDARD.		13000							
600mm	Specifications are described in section IV - Technical Specification.									
Total Amount					---	---				

Signature
of Bidder

Note: In case of discrepancy b NIT PRICE and TOTAL PRICE PER ITEM, the unit prices shall prevail.

- Optional and only when required in accordance with Clause 14.2 (b) (ii) in the Instruction to Bidders.
- Currencies to be used in accordance with Clause 15 of the ITB.
- Optional, but in accordance with Clause 14.2(b)(iii) in the ITB.

Chief Executive Officer
Guwahati Metropolitan Dev. Authority

Appendix – C Special Conditions of Contract

Appendix – C
SPECIAL CONDITIONS OF CONTRACT

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1. **Definitions (GCC Clause 1)**

GCC 1.1 (e) – The Purchaser is: The Chief Executive Officer Guwahati Metropolitan Development Authority, Guwahati, Assam, India.

GCC 1.1 (f) – The Purchaser's country is: India

GCC 1.1 (i) – The Project Site is: South Central Zone and North Zone of Guwahati, Assam, India.
2. **Contract Execution Schedule**

The Contract Execution Schedule is 30 (Thirty) months calculated from the date of receipt of the Notification of Award. Details of supply to be completed as per every month by the supplier will be set forth by the Purchaser.
3. **Eligibility of Goods (GCC Clause 6)**

The Eligible Source Countries for procurement of all goods and services, to be financed out of the proceeds of the JICA ODA Loan (JICA Loan No. ID-P 201) are all countries and areas.
4. **Inspections and Tests (GCC Clause 7)**

Third party inspection is to be carried out. All Tests necessary are to be carried as per provisions of Indian Standard IS 8329:2000 or equivalent International Standard. Purchaser's Representative will also witness the goods' performance and test conforming to IS 8329:2000 or equivalent International Standard required at manufacturer's premise as well as Purchaser's location. Inspection charges will be borne by Purchaser.
5. **Packing (GCC Clause 8)**

The goods will be delivered at the destination in perfect condition. The supplier shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, Rail, Road or Air and delivery of material in good conditions to the Purchaser's warehouse. In the event of any loss, damage, breakage or leakage or any shortage the supplier shall be liable to make good such loss and storage found at destination after the checking/inspection of material by the Purchaser. No extra cost on such account shall be admissible. The supplier may keep its agent to verify any damage or loss discovered at the Purchaser's store, if it so likes.

Packing, Stacking, Cases, Containers and other allied material if any shall be supplied free, except where otherwise specified by the supplier(s) and agreed by the Purchaser and the same shall not be returned to him.

The supplier if so desire may insure valuable goods against loss, theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the firm and the Purchaser shall not be required to pay any such charges, if incurred.
6. **Delivery and Documentation (GCC Clause 9)**

Add the following to Clause 9

"9.3 For Goods supplied from outside the Purchaser's country (CIF):

Upon shipment, the Supplier shall notify the Purchaser and

Insurance Company by fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the documents to the Purchaser, with a copy to the Insurance Company:

- (i) original and two copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two (Two) copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 2 (Two) copies of the negotiable bill of lading;
- (iii) two copies of packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

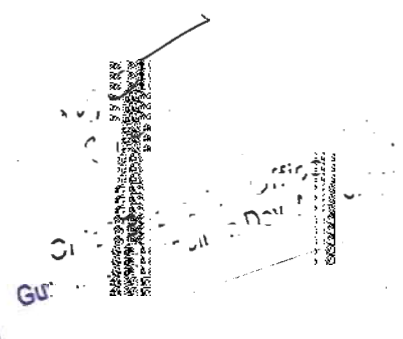
The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses."

"9.4 For Goods from within the Purchaser's country (EXW):

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection reports; and
- (v) Certificate of origin.
- (vi) Insurance certificate.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be



responsible for any consequent expenses.”

9.4 Ware House facilities are to be provided by Purchaser and site is South Central & North Guwahati. Offloading and stacking are responsibilities of the supplier.

7. Performance Security (GCC Clause 11)

11.1: The amount of performance security, as a percentage of the Contract Price, shall be: 10(Ten) percent of the *Contract Price*.

8. Insurance (GCC Clause 12)

Particular Insurance Requirements:

All goods dispatched by the supplier be Insured against loss, theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation.

9. Warranty (GCC Clause 13)

Particular Guarantees or Warranties:

The Supplier hereby declares that the goods sold to the Purchaser under the contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars mentioned/ contained in Section IV Technical Specifications and the Supplier hereby guarantees that the said goods would continue to conform the description and quality aforesaid for a period of 18 months from the date of receipt of material at site or 12 months from the date of commissioning of said material, whichever is earlier. Notwithstanding the fact that the Inspecting Agency appointed by the purchaser may have inspected the goods if during the aforesaid period of guarantee, the said goods be found not to conform to the specification/ description and quality aforesaid or have deteriorated (the decision of the purchaser in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods or such a portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the said goods will be at supplier's risk & cost and all the provisions herein contained relating to rejection of goods etc. shall apply. The Supplier shall, if called upon to do so, replace or rectify the said goods within a period of one month or such further period as may be extended from time to time by the purchaser and in such an event above mentioned guarantee period shall apply to the goods replaced or rectified from the date of replacement or rectification thereof, otherwise the supplier shall pay the purchaser such damages as may arise for the reason of the breach of the conditions, herein. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract otherwise. If firm fails to replace/rectify the material within the prescribed/extended time then proportionate Deposit will be forfeited along with imposition of Liquidated Damage.

10. Payment (GCC Clause 14)

Disbursement procedures of JICA ODA Loans shall be applied for disbursement of the proceeds of JICA ODA Loans for eligible payment under this contract.

Add the following to Clause 14:

“14.5 For Goods supplied from outside the Purchaser's country, the Purchaser will pay to the Supplier as follows:

- (a) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract,

and upon submission of claim and an unconditional bank guarantee issued by a Bank which is acceptable to the Purchaser for the equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

- (b) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the commitment procedure for JICA ODA Loans, upon submission of documents specified in Clause 9 of the General Conditions of Contract.
- (c) **On acceptance:** five (5) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.
- (d) **On Expiration of Warranty:** Five (5) percent of the Contract Price of Goods received shall be paid within thirty (30) days upon expiration of the warranty period specified in Clause 13 of the General Conditions of Contract, unless otherwise specified in these Special Conditions of Contract.

14.6 For Goods supplied from within the Purchaser's country, the Purchaser will pay to the Supplier as follows:

- (a) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and an unconditional bank guarantee issued by a Bank which is acceptable to the Purchaser for the equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (a) **On Delivery:** Eighty (80) percent of the Contract Price of the Goods received shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier under the commitment procedure for JICA ODA Loans, upon submission of the documents specified in Clause 9 of the General Conditions of Contract.
- (b) **On Acceptance:** Five (5) percent of the Contract Price shall be paid to the Contractor within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
- (c) **On Expiration of Warranty:** Five (5) percent of the Contract Price of Goods received shall be paid within thirty (30) days upon expiration of the warranty period specified in Clause 13 of the General Conditions of Contract, unless otherwise specified in these Special Conditions of Contract."
- (d) **On Expiration of Warranty:** Five (5) percent of the Contract

Chief Executive Officer
Guwahati Metropolitan Dev. Authority

Price of Goods received shall be paid within thirty (30) days upon expiration of the warranty period specified in Clause 13 of the General Conditions of Contract, unless otherwise specified in these Special Conditions of Contract.

Release of Final Payment against Bank Guarantee

Add the following

14.7 "Where the final payment has to be made to the Supplier upon expiry of the warranty period, it may be given to release such payment at the time of final delivery of the Goods against a bank guarantee or other acceptable security in favor of the Purchaser for such amount."

11. Prices (GCC Clause 15)

Add following

15.2 Price adjustment

Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of its prime raw material, pig iron:

In which:

P_1	=	Revised Price applicable to Ductile Iron pipes supplied during a calendar month.
P_0	=	Basic price of Ductile Iron pipes.
M_1	=	Whole Sale Price Index (monthly average) for Foundry Pig Iron published by the office of the Economic Advisor, Ministry of Commerce and Industry, Govt. of India, on the date of adjustment for supplies made from within India or equivalent indices applicable in the country of origin on the date of adjustment for supplies made from outside India,
M_0	=	Whole Sale Price Index (monthly average) for Foundry Pig Iron published by the office of the Economic Advisor, Ministry of Commerce and Industry, Govt. of India, on the base date (30 days prior to the deadline of the submission of bids) for supplies made from within India or equivalent indices applicable in the country of origin on the base date for supplies made from outside India, The date of adjustment is 4 (Four) weeks prior to the date of receipt of material.

(a) Price adjustment will be applied only if the resulting increase or decrease is more than 2 (Two) percent of the Contract Price.

Chief Executive Officer
Guwahati Metropolitan Dev. Authority

- (b) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will however be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (c) If the currency in which the Contract Price Po is expressed is different from the currency of origin of the indices, 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 for adjustment as defined above.
- (d) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.
- (e) The ceiling for price adjustment shall be 10 (Ten) percent of the Contract Price.

15.3 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Contract Price, then such Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract

12. Liquidated Damages (GCC Clause 17)

GCC 17.1 – Applicable rate:

Maximum deduction:

One-half (0.5) percent per week or part thereof for delay of delivered price of delayed goods and the maximum shall not exceed ten (10) percent of the Contract Price.

13. Resolution of Disputes(GCC Clause 21)

Disputes shall be settled by arbitration in accordance with the following provisions:

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:
 - a. Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator.
 - 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 arbitrators shall jointly

appoint a third arbitrator, who shall chair the arbitration panel.

2. **Rules of Procedures:** All rules will be based on The 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 SC 13 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.

14. Contract Language (GCC Clause 25.1)	Add the following to the existing text: "If another language is used, an English text shall be incorporated and the bidding documents must specify that the English text prevails."
Bonus	<i>Not Applicable for an early completion and delivery.</i>
Particular Indemnification	<i>Not applicable</i>
Licenses and Permits	<i>In the event that the Goods may require special licenses and/or permits for the purpose of importation and/or usage, the supplier will obtain the necessary approvals and permits and shall bear the cost related thereto.</i>
Correspondence	The Chief Executive Officer, Guwahati Metropolitan Development Authority, 3rd Floor, STAFFED Building, GMCH Road, Bhangagarh, Guwahati-781005, Assam, India Ph No.- +91 361 2529650 Fax No.- +91 361 2529991

Appendix – D General Conditions of Contract

Chief Executive Officer
Guwahati Metropolitan Dev. Authority

Appendix – D
GENERAL CONDITIONS OF CONTRACT

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1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all the equipment, machinery, and/or materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "The Purchaser" means the organization purchasing the Goods, as named in the Special Conditions of Contract.
- (f) "The Purchaser's country" is the country named in the Special Conditions of Contract.
- (g) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (h) "JICA" means Japan International Cooperation Agency.
- (i) "The Project Site", where applicable, means the place or places named in the Special Conditions of Contract.
- (j) "Day" means calendar day.

2. Use of Contract Documents and Information

2.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof or any specification, drawings, pattern, sample of information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in Clause 2.1 above, except for purposes of performing the Contract.

2.3 Any document, other than the Contract itself, specified in Clause

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2.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser, on completion of the Supplier's performance under the Contract, if so required by the Purchaser.

- 3. Change Orders**
- 3.1 The Purchaser may at any time, by a written notice to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; or
 - (b) the method of shipment or packing; or
 - (c) the place of delivery.
- 3.2 Upon notification by the Purchaser of such change, the Supplier shall submit to the Purchaser an estimate of cost for the proposed change (hereinafter referred to as the Change) within ten (10) calendar days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the Change, if applicable.
- 3.3 The Supplier shall not perform Changes in accordance with Clause 3.1 above until the Purchaser has authorized a Change Order in writing on the basis of the estimate provided by the Supplier as described in Clause 3.2 above.
- 3.4 Changes mutually agreed upon as a Change shall constitute a part of the work under this Contract, and the provisions and conditions of the Contract shall apply to said Change.
- 4. Contract Amendments**
- 4.1 Subject to Clause 3, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.
- 5. Subcontracts**
- 5.1 The Supplier shall not subcontract all or any part of the Contract without first obtaining the Purchaser's approval in writing of the subcontracting and the subcontractor.
- 5.2 The Supplier guarantees that any and all subcontractors of the Supplier for performance of any part of the work under the Contract will comply fully with the terms of the Contract applicable to such part of the work under the Contract.
- 6. Eligibility of Goods**
- 6.1 Any contract under which Goods and Services are procured from countries other than the eligible source countries for the implementation of the project will be eligible for financing under JICA ODA Loans if the combined costs of such Goods and Services are less than 50 percent of the price of the said contract.
- 7. Inspection and Tests**
- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the

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Specifications. The Special Conditions of Contract and/or the Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and at the Goods' final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the requirements of the Specifications, free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods' shipment from the country of origin.
- 7.5 Nothing in this Clause 7 shall in any way release the Supplier from any Warranty or other obligations under the Contract.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Special Conditions of Contract and in any subsequent instructions ordered by the Purchaser.


9. Delivery and Documents

9.1 The Supplier in accordance with the terms specified in the Technical Specifications shall make delivery of the Goods. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Special Conditions of Contract.

9.2 For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP", and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the International Chamber of Commerce, Paris, in the current edition of its publication commonly referred to as Incoterms.

10. Patent Rights

10.1 The Supplier shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or


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industrial design rights arising from use of the Goods or any part thereof.

11. Performance security

- 11.1 The Supplier shall cause performance security to be furnished to the Purchaser in the amount indicated in the Special Conditions of Contract. Such performance security shall be provided, in a form satisfactory to the Purchaser and as indicated in clause 11.3 below, within thirty (30) days after the Supplier's receipt of the notification of award of contract.
- 11.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its work under the Contract. The Supplier shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended pursuant to Clause 16.2.
- 11.3 The performance security shall be denominated in a currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:
- (a) a bank guarantee, issued by a bank acceptable to the Purchaser, or in such other form as is acceptable to the Purchaser; or
 - (b) a cashier's check, certified check, or cash, and/or
 - (c) Retention Money.
- 11.4 The performance security will be discharged/returned by the Purchaser not later than the warranty period as stated in clause 13.2.

12. Insurance

- 12.1 All Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in the manner specified in the Special Conditions of Contract.

13. Warranty

- 13.1 The Supplier warrants to the Purchaser that the Goods supplied under the Contract will comply strictly with the Contract, shall be first class in every particular case and shall be free from defects. The Supplier further warrants to the Purchaser that all materials, equipment and supplies furnished by the Supplier or its subcontractors for the purpose of the Goods will be new, merchantable of the most suitable grade, and fit for their intended purposes.
- 13.2 This Warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered and commissioned or for eighteen (18) months after the date of shipment from the port of loading in the country of origin, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 13.3 The Purchaser shall promptly notify the Supplier in writing of any claim arising under this Warranty.
- 13.4 Upon receipt of such notice, the Supplier shall promptly repair or

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replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.

13.5 Without prejudice to Clauses 13.2 and 13.4 above, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in any work of correction performed pursuant to Clauses 13.2 and 13.4 above, upon receipt of written notice of defect within twelve (12) months from acceptance of the corrected defect.

13.6 If the Supplier, having been notified, fails to remedy the defect(s) in accordance with the Contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's expense. The Supplier's Warranty pursuant to this Clause 13 is without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract.

14. Payment

14.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Special Conditions of Contract.

14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to Clause 9 and upon fulfillment of other obligations stipulated in the Contract.

14.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

14.4 The currency or currencies in which payment is made to the Supplier under this Contract will be made in the currency or currencies specified in the Bid Form.

15. Prices


15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with Clause 3, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

16. Extensions in the Supplier's Performance

16.1 Delivery of the Goods shall be made by the Supplier in accordance with the Contract Execution Schedule, pursuant to the Special Conditions of Contract.

16.2 The Supplier may claim extension of the time limits as set forth in the Contract Execution Schedule in case of:

- (a) changes in the Goods ordered by the Purchaser pursuant to Clause 3;
- (b) delay of any materials, drawings or services which are to be provided by the Purchaser; services provided by the Purchaser shall be interpreted to include all approvals by the


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- Purchaser under the Contract;
- (c) Force Majeure pursuant to Clause 23; and
- (d) delay in performance of work caused by orders issued by the Purchaser.

The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavors to avoid or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

16.3 Notwithstanding Clause 16.2 above, the Supplier shall not be entitled to an extension of time for completion unless the Supplier, at the time of such circumstances arising, immediately has notified the Purchaser in writing of any delay that it may claim as caused by circumstances pursuant to Clause 16.2 above; and upon request of the Purchaser, the Supplier shall substantiate that the delay is due to the circumstances referred to by the Supplier.

17. Liquidated Damages

17.1 Subject to Clause 23, Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery of performance, up to a maximum deduction of the percentage specified in the Special Conditions of Contract. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 18, Termination for Default.

18. Termination for Default

18.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser, pursuant to Clause 16; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract; and
- (c) If the Supplier, in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

18.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 18.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods.

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Notwithstanding the above, the Supplier shall continue performance of the Contract to the extent not terminated.

- 19. Termination for Insolvency** 19.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 20. Termination for Convenience** 20.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 20.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract prices and on the other Contract terms. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion thereof completed and delivered at the Contract prices and on the other Contract term; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier for the purpose of the Contract, together with a reasonable allowance for overhead and profit.
- 21. Resolution of Disputes** 21.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract. The award shall be final and binding on the parties.
- 22. Applicable Law** 22.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country.
- 23. Force Majeure** 23.1 In the event that the Supplier or any of its subcontractors or the Purchaser is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 16, and the period of such delay may be added to the time of

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performance of the obligation delayed.

23.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Assignment

24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

25. Contract Language

25.1 The Supplier hereby represents that it has sufficient knowledge of the English language fully to understand the Contract. The Contract shall be in the English language, and all documentation related hereto will also be in the English language, except if otherwise specifically agreed in writing between the parties.

25.2 The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation.

26. Taxes Duties

and

26.1 The Supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country.

27. Headings

27.1 Headings, whether of clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the Contract.

28. Waiver

28.1 Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

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Appendix – E Specifications


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Appendix - E

TECHNICAL SPECIFICATIONS

SPECIFICATIONS OF CENTRIFUGALLY CAST DUCTILE IRON (SPUN) PIPES (As per IS 8329:2000 or equivalent International Standard, amended up to date)

1. SCOPE

Supply, Delivery & Stacking of Ductile Iron Pipes ISI marked conforming to IS 8329:2000 or equivalent International Standard Centrifugally Cast (SPUN) Pressure Pipes for water with Socket and Spigot ends and push-on joints conforming to IS 8329:2000 or equivalent International Standard in standard working lengths of 5.5m / 6m for classification K9 as per details given below suitable for Push- on Joint (Rubber Gasket Jointing) with cement mortar lining inside the pipes as per Annexure-"B" of IS 8329:2000 or equivalent International Standard and Zinc coating with a finishing layer of Epoxy Resin (Blue Epoxy) on external surfaces as per Annexure-"A" of IS 8329:2000 or equivalent International Standard. The Mean dry film thickness of the finishing layer shall not be less than 70 μ m with nowhere less than 50 μ m. The Scope includes supply of ISI marked EPDM quality Rubber Gaskets (5% in excess of the requirement for jointing ordered pipes). Pipes should be delivered properly & suitably stacked at Purchaser's premises (ware house located at Guwahati) either on wooden blocks or rubber pads or other means so that external coating on pipes shall not be deteriorated/damaged. Offloading and Stacking are responsibilities of Supplier. Packing and Stacking material if any shall be supplied free by supplier.

2. REFERENCE

- 2.1** The Indian Standards listed in 'Annexure-"A"' are required to be referred with IS 8329:2000 or equivalent international standards.

3. MATERIAL

- 3.1** The material used for manufacturing the pipes shall be of good quality, commensurate with the mechanical requirements laid down in clause 10 of IS 8329:2000 or equivalent International Standard. It shall be centrifugally cast (spun) pipes and be heat-treated in order to achieve the necessary mechanical properties and to relieve casting stresses caused due to the method of manufacture and repair work.
- 3.1.1** If necessary the pipes may be subjected to reheat treatment to ensure that Brinell hardness does not exceed the specified value and the other mechanical properties specified in the standard are achieved.
- 3.2** The pipes shall be stripped with all precautions to avoid warping or shrinkage defects, detrimental to their good quality. The pipes shall be sound and free from surface or other defects.

4. CLASSIFICATION

Pipes shall be classified by a whole number coefficient 'K', the value of which depends on service conditions and manufacturing process. For the requirement of this Procurement of D.I pipes shall be of class 'K-9'.


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5.1 The Standard nominal diameter (DN) of pipes under scope of these specifications is as follows: -

5.2 Critical dimensions for socket and spigot of pipes for push-on flexible joints for class K9 are as per table-2 of IS 8329:2000 or equivalent international standard.

6. DIMENSIONS OF PIPES

6.1 Length: -

The standard working length of socket and spigot pipes shall be 5.5m / 6m.

6.2 Internal Diameter: -

The nominal value of the internal diameters of centrifugally cast pipes expressed in millimetres is approximately equal to the numbers indicating their nominal sizes (DN).

6.3 Wall thickness: -

The nominal wall thickness of pipes shall be as per table 2 or be calculated as a function of the nominal size (DN) as per clause 4.3 of IS 8329:2000 or equivalent International Standard.

7. TOLERANCES

7.1 Diameter:

7.1.1 External diameter:

The value of external diameter (DE) of the spigot end of socket & spigot pipes and when measured circumferentially shall conform to the requirement as per clause 12 of IS 8329:2000 or equivalent international standard. The positive tolerance is + 1mm and applies to all sizes for thickness class K9. Whereas the negative tolerance of the external diameter depends on the design of each type of joint shall be limited as per table - 7 of IS 8329:2000 or equivalent international Standard.

7.1.2 For requirement of interchange-ability all pipes should be within the tolerance specified. Push-on flexible joints may need closer tolerance for its effective performance.

7.1.3 In addition, the ovality of the spigot end of pipes shall (i) remain within the tolerances on DE for DN 100 to 200. (ii) not exceed 1 percent for DN 250 to 600.

7.2 Tolerance on ovality:

7.2.1 Pipes shall be as far as possible circular internally and externally. The tolerance for out-of-roundness of the socket and spigot ends in the jointing zone for push-on-joints is as per table -8 and for mechanical joints as per table-9 of IS 8329:2000 or equivalent International Standard.

7.3 Tolerance on Thickness:

The tolerance on the wall thickness (e) and the flange thickness (b) of the pipes shall be as per clause 15.4 of IS: 8329-2000 or equivalent International Standard.

7.4 Tolerance on length:

The tolerance on length of pipes shall be as follows: -

Type of Castings	Tolerance (in mm)
Socket & Spigot	± 100


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8. JOINTS

Push-on-joints shall be as per clause 6.1 of IS 8329:2000 or equivalent International Standard.

9. RUBBER GASKET

- 9.1 Rubber gasket used with push-on-joints shall conform to IS: 5382:1985 and amended up to date. Other requirements of gaskets are as per clause-8 of IS 8329:2000 or equivalent International Standard. Rubber Gaskets to be ISI marked EPDM quality.

10. SAMPLING

- 10.1 Sampling criteria for various, tests, unless specified in IS 8329:2000 or equivalent International Standard, shall be as laid down in IS: 11606:1986 and amended up to date.

11. TESTS

All tests prescribed in IS 8329:2000 or equivalent International Standard shall have to be carried out.

- NOTE: 1) Hydrostatic test shall be witnessed on all samples drawn not withstanding 100% Hydrostatic tests by manufacturer.
2) Note 1 below 10.1.6 of IS8329:2000 /or equivalent International Standard be read as "0.2% proof stress shall be measured and shall not be less than 300 Mpa."
3) Note 2 below clause 10.1.6 of IS8329:2000 /or equivalent International Standard shall not be applicable.

12. External Protection

External protection shall be of zinc coating with finishing layer of Epoxy Resin (Blue Epoxy) included in Annexure 'A' of IS 8329:2000 or equivalent International Standard as per its clause 16.2 and A-8 Finishing Layer.

13. INTERNAL LINING

The pipes shall be with cement mortar internal lining as per clause 16.3/ Annexure 'B' of IS 8329:2000 or equivalent international standard.

14. MARKING

14.1 BIS Certification Marking:

The Pipes shall be marked with the Standard Mark of the Bureau of Indian Standards (BIS).

- 14.2 Each Pipe shall have as cast or stamped on legibly and indelible painted. The marking shall show the following:-

- (i) The Manufacturer's name or trade mark on each pipe.
- (ii) The nominal diameter of pipes.
- (iii) Batch Number.
- (iv) Class of Pipes: K9.
- (v) ISI certification mark on each pipe.
- (vi) Purchaser's name i.e. "GMDA, Guwahati, Assam, India" on each pipe.

- (vii) Any important information that the manufacturer deems fit to be inscribed on pipe.
- (viii) Year of purchase.

NOTE: Wherever there is reference of IS No. it shall be considered amended up to date at the time of inspection of supply/ replacement by inspection agency. Any amendment shall be effective only when it is implemented by BIS.

14.3 Total Lengths of each sizes of D.I Pipe is as below:

Above pipes should be IS marked and conform to IS 8329:2000 or equivalent International Standard Lengths are approximated; it may be increased or decreased in any diameter.

14.4 Delivery Schedule: Delivery Schedule of pipes in required lengths of any size from 100 mm to 600 mm shall be approved by representative of Purchaser. However it is estimated that 17000 meters of pipes in the length for above any sizes shall be supplied by the bidder in every month. Delivery shall commence on December 2010. All Supplies are to be completed and achieved within a period of 30 (Thirty) months.

14.5 Destination: All above Pipes are to be supplied, delivered and stacked properly at Purchaser's premises either on wooden blocks or rubber pads or other means so that external coating on pipes shall not be deteriorated/damaged. Offloading and Stacking are responsibilities of Supplier.

14.6 Purchaser's Premises: Ware house facilities are located at South Central and North Guwahati.

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ANNEXURE "A"
List of referred Indian Standard
(To the Extent Applicable)

<u>Sl. No.</u>	<u>IS No.</u>	<u>Title</u>
1.	455:1989	Portland Slag Cement (Forth revision) Sheet Rubber Jointing and rubber insertion jointing (Second revision) General requirements for supply of metallurgical materials (second revision). Methods for Brinell hardness test for metallic materials (second revision) Mechanical testing of metals-Tensile testing (second revision) Rubber sealing ring for gas mains, water mains and sewers (first revision) Specification for high alumina cement for structural use Specification for super sulphated cement 43 grade ordinary Portland cement Ductile iron fittings for pressure pipes for water, gas & sewage. Methods of sampling of cast iron pipes & fittings. Sulphate resisting Portland Cement Cast iron specials for mechanical and push-on-flexible joints for pressure pipelines for water, gas and sewage

IS - INDIAN STANDARDS

(All standards shall be of latest edition as per BIS Catalogue)

**Appendix – F Performance Security Form (Bank
Guarantee)**

Appendix – F
Performance Security Form (Bank Guarantee)

THIS AGREEMENT is made on the _____ day of _____, 19 _____ between _____ [name of bank] of _____ [address of bank] (hereinafter called "the Guarantor") of the one part and _____ The Chief Executive Officer, Guwahati Metropolitan Development Authority, 3rd floor STATFED Building, GMCH, Guwahati, Assam, India (hereinafter called "the Purchaser") of the other part.

WHEREAS

- (1) this agreement is supplemental to a contract (hereinafter called "the Contract") made between _____ [name of Contractor] of _____ [address of Contractor] (hereinafter called "the Contractor") of the one part and the Purchaser of the other part whereby the Contractor agreed and undertook to execute the Works of Procurement of Supply, Delivery & Stacking of Ductile Iron Pipes (Item Rate Contract) IS marked class K9 conforming to IS 8329:2000 or equivalent International Standard Contract Package NoC#08b for the sum of _____ [amount in Contract currency] being the Contract Price; and
- (2) the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.


NOW, THEREFORE, the Guarantor hereby agrees with the Purchaser as follows:

- (a) If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Contract or commit any breach of his obligations there under then the Guarantor will indemnify and pay the Purchaser the aggregate sum of _____ [amount of Guarantee] _____ [in words], such sum being payable at Guwahati, Assam, India in the types and amounts of currencies in which the Contract Price is payable, provided that the Purchaser or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor before the issue of the Defects Liability Certificate.
- (b) The Guarantor shall not be discharged or released from his guarantee by an arrangement between the Contractor and the Purchaser, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Contractor, or by any forbearance on the part of the Contractor, whether as to payment, time, performance, or other wise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

This Guarantee shall be valid until a date 28 days from the date of issue of the Taking-Over Certificate.

Given under our hand on the date first mentioned above.

SIGNED BY _____
for and on behalf of the
Guarantor in the presence of

SIGNED BY _____ 
for and on behalf of the
Purchaser in the presence of
Chief Executive Officer
Guwahati Metropolitan Dev. Authority

(Witness)

Appendix – G

Appendix – G Advance Payment Security

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**Appendix – H Acknowledgment of Compliance with
Guidelines for Procurement under
Japanese ODA Loans**

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Appendix – H
Acknowledgment of Compliance with Guidelines for Procurement
under Japanese ODA Loans

- A) I, _____ (name and position of authorized signatory) duly authorized by _____ (name of Bidder/partner of joint venture or association (JVA)) ("Bidder") hereby certify on behalf of the Bidder and myself that information provided in the Bid submitted by the Bidder for (Loan No and name of the Project) is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the Bidder that;
- (i) the Bid has been prepared and submitted in compliance with the terms and conditions set forth in Guidelines for Procurement under Japanese ODA Loans ("Guidelines"); and
 - (ii) the Bidder has not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.
- B) I certify that neither the Bidder nor any subcontractor, or expert nominated by the Bidder in the Bid has been sanctioned by any development assistance organizations*.
- C) I further certify on behalf of the Bidder that, if selected to undertake services in connection with the Project, we shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

For and on behalf of the Bidder

Date: 28 | 01 | 2011

* If the Bidder or any subcontractor or expert nominated by the Bidder has once been or once constituted a corrupt, fraudulent, or coercive practice and has been sanctioned by any development assistance organizations in the past five years, it shall modify the Clause B) accordingly and shall provide the following information;

- (a) The name of the organization which sanctioned the Bidder or subcontractor or JVA partner, or expert nominated by the Bidder.
- (b) The period of the sanction.

However, the Borrower shall not disqualify such a bidder only because of this matter.

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Appendix – I Addendum to Bid Document

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Appendix – I

JICA funded Guwahati Water Supply Project: Addendum to the Bidding Documents

Volume / Section / Sub-section	Clause No. / Page No.	As per Original Bidding Document	Revised Version (to be read as)
Volume – 2 General Requirements	Clause No. 11 of Special Condition of Contract - Page 5 of 8 and 6 of 8	<p>M_1 = Whole Sale Price Index (monthly average) for Foundry Pig Iron published by the office of the Economic Advisor, Ministry of Commerce and Industry, Govt. of India, on the date of adjustment for supplies made from within India or equivalent indices applicable in the country of origin on the date of adjustment for supplies made from outside India.</p> <hr/> <p>M_0 = Whole Sale Price Index (monthly average) for Foundry Pig Iron published by the office of the Economic Advisor, Ministry of Commerce and Industry, Govt. of India, on the base date (30 days prior to the deadline of the submission of bids) for supplies made from within India or equivalent indices applicable in the country of origin on the base date for supplies made from outside India.</p> <hr/> <p>The date of adjustment is 4 (four) weeks prior to the date of receipt of material.</p>	<p>M_1 = Provisional Whole Sale Price Index (monthly average) for Pig Iron published by the office of the Economic Advisor, Ministry of Commerce and Industry, Govt. of India, on the date of adjustment for supplies made from within India or equivalent indices applicable in the country of origin on the date of adjustment for supplies made from outside India.</p> <hr/> <p>M_0 = Provisional Whole Sale Price Index (monthly average) for Pig Iron published by the office of the Economic Advisor, Ministry of Commerce and Industry, Govt. of India, on the base date (30 days prior to the deadline of the submission of bids) for supplies made from within India or equivalent indices applicable in the country of origin on the base date for supplies made from outside India.</p> <hr/> <p>The date of adjustment is 4 (four) weeks prior to the date of receipt of material.</p> <hr/> <p>Therefore, the available provisional WPI (for M_1) for previous month as on 1st day/week of the current month in which material is received will be considered to calculate the</p>



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General Requirement	Clause No.	Para (d) - on expiration of Warranty	Revised Version (to be read as)
14.6 of Special Condition of Contract Page 5 of 8		Five (5) percent of the Contract Price of Goods received shall be paid within thirty (30) days upon expiration of the warranty period specified in Clause 13 of the General Conditions of Contract, unless otherwise specified in these Special Conditions of Contract.	
Para 2.3.2 - average annual turnover- Paga 6 of 10		1) Minimum average annual production turnover as prime Bidder of INR 3000 (three thousands) Million, or equivalent in Japanese Yen calculated as total certified payments received for supplies and Contracts in progress or completed, supplied and/or installed (as per IS 8329:2000 or equivalent international standards Ductile Iron pipes) within the last 5 (five)years and 2) Minimum annual production turnover of Ductile Iron K9 Pipes in terms of Lengths of 1000,000 (Ten lakh) meters of all sizes from 100 to 600 mm in any one of last 5 (five) yearsas per IS 8329:2000or equivalent international standards.	1) Minimum average annual production turnover as prime Bidder of INR 1900 (one thousand nine hundred) Million, or equivalent in Japanese Yen calculated as total certified payments received for supplies and Contracts in progress or completed, supplied and/or installed (as per IS 8329:2000 or equivalent international standards Ductile Iron pipes) within the last 5 (five)years and 2) Minimum annual production turnover of Ductile Iron K9 Pipes in terms of Lengths of 500,000 (Five lakh) meters of all sizes from 100 to 600 mm in any one of last 5 (five) yearsas per IS 8329:2000or equivalent international standards.
Para 2.4.2 performance experience- Paga 8 of 10		b) <u>Joint Leak Tightness Test- As per Clause 6.3 of IS 8329:2000 or equivalent International Standards,</u> bidders should ensure that the joint is designed to provide adequate joint performance to the highest possible pressure, i.e. max. allowable site test pressure (STP) as per Table-1 of	Para 2.4.2 – item (b), (c) and (d) is deleted

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Annexure E of IS: 8329:2000 or equivalent international standards. So efficacy of joint design has to be proved by suitable Type Tests (proof of design test which is once done) and test results, certified by a Govt. recognized institution/inspection agency are to be submitted with the Technical Bid.

- c) Cement Lining Smoothness Type Test- To ensure desired smoothness of Cement Mortar Lining, the bidder should submit "C" value test certificate (proof of Design Test, which is once done) showing the minimum Hazen William's "C" value of 140, corroborating the guideline of CPHEEO's manual water supply and Treatment (Table 6.1, page 108). The "C" value type test result certified by a Govt. recognized institution/ inspection agency to be submitted with Technical Bid. The test sample diameters shall be chosen as per clause 9.2 of IS: 8329:2000 /or equivalent international standards.
- d) Potability Test- Bidders shall ensure that the inside lining materials, cement mortar lining and rubber gasket which come in contact with the potable water, will not have any detrimental effect on the quality of water and should not impart any bad taste or foul odour as per Clause no. 8.5 and 14 of IS: 8329:2000 or equivalent international standards. Necessary Test Certificate



Chief Executive Officer
Guwahati Metropolitan Dev. Authority

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			from a Govt. recognized institution/ internationally recognized agency is to be submitted with the Technical Bid.	
B3	Volume-5- Price Schedule Volume-3- Material Requirements	Price Schedule – Page 1 of 2 and 2 of 2 Clause 11 Page 3 Of 5	The Price Schedules containing quantities	<p>The corrected quantities are mentioned in the price schedules attached with this Addendum as Attachment-1.</p> <p>Under para 11, following to be added:</p> <ul style="list-style-type: none"> • Manufacturer shall carry out Hydrostatic test IS 8329:2000 or equivalent International Standards for the batches against which despatches are made and certificates produced as part of acceptance of the pipe. Sampling will be as per clause 9 of IS8329:2000 or equivalent international standards. • Cement Lining Smoothness Type Test- To ensure desired smoothness of Cement Mortar Lining, the bidder should submit "C" value test certificate (proof of Design Test, which is once done) showing the minimum Hazen William's "C" value of 140, corroborating the guideline of CPHEEO's manual water supply and Treatment (Table 6.1, page 108). The "C" value type test result certified by a Govt. recognized institution/ inspection agency to be submitted.

Attachment-1 of Addendum to Bid Documents

1. Price Schedule for Goods to be offered from within the Purchaser's Country

Name of Bidder _____ Number _____ Page _____ of _____

1 Item	2 Description	3 Country Of Origin	4 Quantity in Meters	5 Unit Price EXW per item per meter ^a	6 Unit Price Local transport, transit insurance, etc. per item per meter.	7 Unit Price including local transportati on, transit insurance, etc. per item per meter (col. 5+6)	8 Amount including local transportation, transit insurance, etc. per item (Excluding taxes and other levies etc.) ^b (col. 4x7)	9 Unit Price all taxes, duties and other levies payable etc.	10 Total price all taxes, duties and other levies payable etc. (col 4x9)	11 Total Amount (including local transportation, transit insurance, etc., all taxes and other levies payable etc.) (col. 8+10)
100mm	Supply, delivery & Stacking of Ductile Iron Pipes IS marked conforming to IS 8329:2000 OR EQUIVALENT INTERNATIONAL STANDARD Centrifugally Cast (SPUN) Pressure Pipes for water with Socket, Spigot ends and tyton joints in standard working lengths of 5.5 & 6m for classification K-9 as per details given below suitable for Push- on Joint (Rubber Gasket Jointing) with cement mortar lining inside the pipes as per Annexure-"B" and Zinc Coating with a finishing layer of Epoxy Resin (Blue Epoxy) on external surfaces as per Annexure-"A". All Annexure are as per IS 8329:2000 OR EQUIVALENT INTERNATIONAL STANDARD. Specifications are described in section IV-Technical Specification	India	330000							
150mm		"	60000							
		"	33000							
		"	28000							
600mm		"	5500							
			Total Amount							

Signature of Bidder _____

Note: In case of discrepancy between UNIT PRICE and TOTAL PRICE PER ITEM, the unit prices shall prevail.

a Currencies to be used in accordance with Clause 15 of the Instructions to Bidders. The Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex-warehouse, ex-showroom, or off-the-shelf. These factors should not be entered separately.

b Optional and only when required in accordance with Clause 14.2(a) (ii) in the Instruction to Bidders.

Chief Executive Officer

2. Price Schedule for Goods for be offered from outside the Purchaser's Country

Name of Bidder _____ Number _____ Page _____ of _____

Socket, Spigot ends and tyton joints in standard working lengths of 5.5 & 6m for classification K-9 as per details given below suitable for Push- on Joint (Rubber Gasket Jointing) with cement mortar lining inside the pipes as per Annexure- "B" and Zinc Coating with a finishing layer of Epoxy Resin (Blue Epoxy) on external surfaces as per Annexure-"A". All Annexure

Signature of Bidder _____

Note: In case of discrepancy between UNIT PRICE and TOTAL PRICE PER ITEM, the unit prices shall prevail.

- a optional, but in accordance with Clause 14.2 (b) (ii) of the Instructions to Bidders.
- b Currencies to be used in accordance with Clause 15 of the Instructions to Bidders.
- c optional, but in accordance with Clause 14.2 (b) (iii) in the Instructions to Bidders.

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