

Contract Agreement

THIS AGREEMENT is made the 5th day of March 2012,

BETWEEN

(1) Guwahati Metropolitan Development Authority, a corporation incorporated under the laws of India and having its principal place of business at Statefed Building, GMCH Road, Bhangagarh, Guwahati-781005, Assam India (hereinafter called "the Employer"), and (2) JWIL-Ranhill JV (Consortium of JITF Water Infrastructure Limited, India and Ranhill Utilities Sdn Bhd. Malaysia), a corporation incorporated under the laws of India and having its principal place of business at 28 Shivaji Marg, New Delhi-110015, India (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. Procurement of Design, Supply, Installation and Commissioning of Intake Facilities, Transmission Main Water Treatment Plant and Clear Water Pumping Station for the South Central Zone including 5 years Operation and Maintenance, Contract Package C-03 ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:



Project
Procurement (P.I.U)
JICA funded Guwahati Water Supply Project

**Article 1.
Contract Documents**

1.1 Contract Documents (Reference GC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Technical Bid, Letter of Price Bid and Price Schedules submitted by the Contractor
- (c) Addendum to Bid Documents
- (d) Particular Conditions
- (e) General Conditions
- (f) Specification (separate volume)
- (g) Drawings (separate volume)
- (g) Other completed bidding forms submitted with the Bid
- (h) Any other documents forming part of the Employer's Requirements (separate Volume)
- (i) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans
- (j) Functional Guarantee for Power and Chemical Consumption
- (k) Contract Agreement for Operation and Maintenance

1.2 Order of Precedence (Reference GC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

**Article 2.
Contract Price and Terms of Payment**

2.1 Contract Price (Reference GC Clause 11)

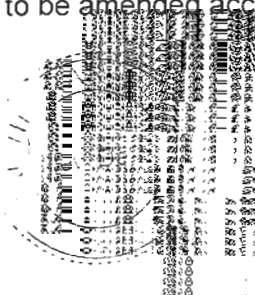
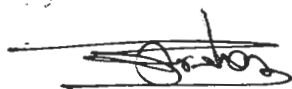
The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: **INR 1,385,469,446/-** (*Indian Rupees One Billion Three Hundred Eighty Five Million Four Hundred Sixty Nine Thousand Four Hundred and Forty Six Only*) as specified in Price Schedule No. VIII (Grand Summary) or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

The Employer may instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of [total named in Schedule IIA less than advance payment to be made for Plant and Equipment supplied from abroad: **nil**]; and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 600.

In the event that the amount payable under Schedule No. IIA is adjusted in accordance with GC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.



Article 3.
Effective Date

3.1 Effective Date (Reference GC Clause 1)

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the Performance Security and the advance payment guarantee;
- (c) The Employer has paid the Contractor the advance payment; and
- (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

Article 4.
Communications

4.1 The address of the Employer for notice purposes, pursuant to GC 4.1 is: Statefed Building, GMCH Road, Bhangagarh, Guwahati - 78100 5, Assam, India.

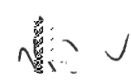
4.2 The address of the Contractor for notice purposes, pursuant to GC 4.1 is: 28 Shivaji Marg, New Delhi – 110015, India.

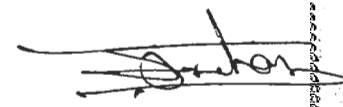
Article 5.
Appendices

5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.


Signed by: Mr. Prateek Bhatia, IAS,
Project Director, JICA Assisted GWSP
for and on behalf of the Employer


Signed by: _____
for and on behalf the Contractor

in the presence of

in the presence of

Signature: _____

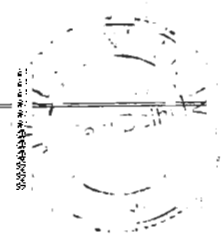
Signature: _____



Letter of Acceptance

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Project Director
Project Implementation Unit (P.I.U)
JICA Funded Guwahati Water Supply Project



**OFFICE OF
THE PROJECT DIRECTOR
PROJECT IMPLEMENTATION UNIT
JICA ASSISTED GUWAHATI WATER SUPPLY PROJECT
SAIKIA COMMERCIAL COMPLEX, CHRISTIAN BASTI
GS ROAD, GUWAHATI - 781005, ASSAM**

No. PIU/JICA/GHTY/8/Pt./2010/328

Dated: March 1st 2012

To: M/S JWIL – RANHILL JV
28 Shivaji Marg, New Delhi – 110015, India

Attention: Mr. Sunil Trehan, Executive Director
Fax. Number: 011-45021982
E-mail address: info@jindlaquasource.com

Sub: Notification of Award – Letter of Acceptance Contract Package No. C#03 under JICA assisted GWSP, ID-P 201

Sir,

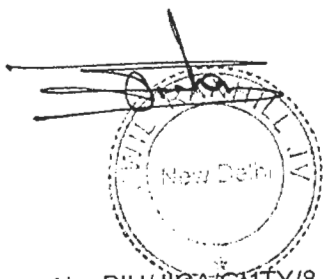
This is to notify you that your Bid dated 20th December 2011 for execution of the JICA assisted Guwahati Water Supply Project under Loan No. ID-P 201, **Procurement of Design, Supply, Installation and Commissioning of Intake Facilities, Transmission Main, Water Treatment Plant and Clean Water Pumping Station for the South Central Zone including 5 years Operation and Maintenance, Contract Package No. C-03** for the Accepted Contract Amount of the equivalent of **Rs. 1,385,469,446 (Indian Rupees One Billion Three Hundred Eighty Five Million Four Hundred Sixty Nine Thousand Four hundred and Forty Six Only)**, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

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

In addition, you are requested to submit the following items by 3rd March 2012

1. Cost breakdown in accordance with the format of BOQs in the Bid Documents
2. Guaranteed parameters for power and chemical consumption in accordance with the format of the Bid Documents.

Yours faithfully,



Project Director
Project Director
Project Implementation Unit (P.I.U.)
JICA Funded Guwahati Water Supply Project

(Mr. Prateek Hajela, IAS)
Project Director
Project Implementation Unit
JICA Assisted GWSP

Dated: March 1st 2012

Memo No. PIU/JICA/GHTY/8 Pt./2010/328-A

Copy to:

1. The Commissioner & Secretary to the Government of Assam, Guwahati Development Department, Dispur Assam
2. The Chief Executive Officer, GMDA, Statefed Building, Guwahati
3. Mr. Shinichi Yamanaka, Chief Representative, JICA India Office, 2nd Floor, Dr. Gopal Das Bhawan, 28, Barakhamba Road, New Delhi – 110001
4. The Team Leader, PMC, JICA assisted GWSP, Six Mile, Khanapara, Guwahati – 22

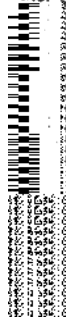




**Letter of Technical Bid, Letter of Price Bid
and
Price Schedules**



Project Director
Project Implementation Unit (P.I.U)
JICA Funded Guwahati Water Supply Project



A handwritten signature in black ink, appearing to be 'S. J. Saha', located below the page number.



Letter of Technical Bid

Date: December 12, 2011

Loan No.: JICA Loan No. ID P-201

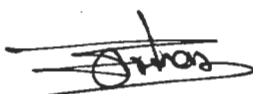
Invitation for Bid No.: GMDA/JICA/25/2011/22

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to design, manufacture, test, deliver, install, pre-commission and commission in conformity with the Bidding Document; the following Plant and Services: **Procurement of Turnkey Contract- Design, Supply, Installation and Commissioning of Intake Facilities, Transmission Mains, Water Treatment Plant and Clear Water Pumping Station for the South Central Zone (Contract C-03)**.
- (c) The price of our Bid, excluding any discounts offered is given in the Price Proposal enclosed in separate envelope;
- (d) Our bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **One Hundred Twenty days (120 days)** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the bidding documents;
- (f) We accept the arrangement for resolution of disputes out of this contract;
- (g) We undertake, if our bid is accepted, to commence the Facilities and to achieve Completion within the respective times stated in the bidding documents;
- (h) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;
- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.2;
- (j) We, including any subcontractor and suppliers for any part of the contract, have not been declared ineligible by JICA in accordance with ITB 4.5;
- (k) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13;
- (l) Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us;

Guwahati Water Supply Project - GWS/C#03



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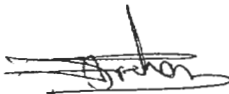


JWIL - RANHILL JV

(m) We understand that you are not bound to accept the lowest or any bid you may receive

Name SUNIL TREHAN

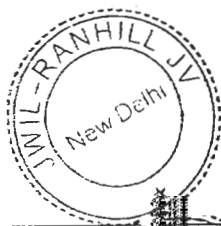
In the capacity of EXECUTIVE DIRECTOR, JITF Water Infrastructure Limited-Lead Partner

Signed 


Duly authorized to sign the bid for and on behalf of JWIL - RANHILL JV

Dated on 12th day of December, 2011.

Project Implementation Unit (P.I.U)
JICA Funded Guwahati Water Supply Project



Guwahati Water Supply | SR-C#03





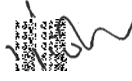


Letter of Technical Bid

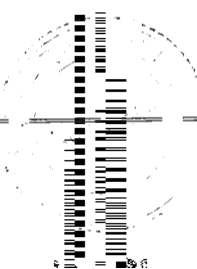
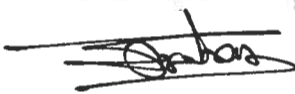
Project Director
Project Implementation Unit (P.I.U.)
JICA Funded Guwahati Water Supply Project



Letter of Price Bid



Project Director
Project Implementation Unit (P.I.U)
JICA Funded Guwahati Water Supply Project



1. Name of the Bidder
2. Name of the Bidder
3. Name of the Bidder
4. Name of the Bidder

Vol. No. 0000000000

The undersigned hereby declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b) We agree to provide the Bidder with the Bidder's Bid, including the Bidder's Bid, in accordance with the Instructions to Bidders (ITB) 8. We agree to provide the Bidder with the Bidder's Bid, including the Bidder's Bid, in accordance with the Instructions to Bidders (ITB) 8.

The total amount of the Bid is the sum of Rs. 9,39,82,222.00 (Nine Lacs Thirty Nine Thousand Eight Hundred Twenty Two and 00/100 only).

The Bid is valid for a period of 90 days from the date of the Bid.

Water Supply Project - GWSP-C#03

[Signature]
Project Director
Project Implementation Unit (P.I.U.)
JICA Funded Guwahati Water Supply Project

[Signature]


9 39 82 222



JWIL – RANHILL JV

- (f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We, including any subcontractors or manufacturers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;
- (h) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (i) We are not submitting more than one bid in this bidding process as a Bidder, either individually or as a partner in a joint venture, in accordance with ITB 4.4, except for alternative offers permitted under ITB 13;
- (j) We, including any subcontractors or manufacturers for any part of the contract, have not been declared ineligible by JICA in accordance with ITB 4.5;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name SUNIL TREHAN

 Director
Project Implementation Unit (P.I.U)
JICA Funded Guwahati Water Supply Project

In the capacity of EXECUTIVE DIRECTOR, JITF Water Infrastructure Limited-Lead Partner

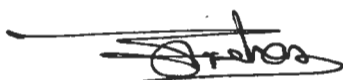
Signed 

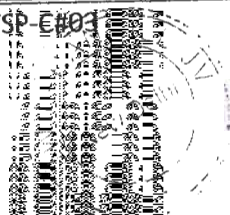


Duly authorized to sign the bid for and on behalf of JWIL – RANHILL JV

Dated on 19th day of December, 2011.

Guwahati Water Supply Project – GWSP – E#03

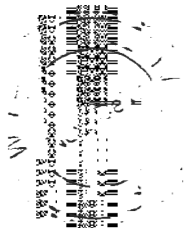




Price Schedule



Project Director
Project Implementation Unit (PIU)
JICA Funded Guwahati Water Supply Project



Schedule I: PREPARATION WORKS

Item	Description	Unit	Quantity	Local Currency (INR) ^(a)		
				Amount including Local transport, transit insurance, etc	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
I	Preparation Works					
I-1	Temporary Offices and Storage					
I-1.1	Employer's Temporary Office	I.s.	1	172,248	7,072	179,320
I-1.2	Contractor's Temporary Office	I.s.	1	172,248	7,072	179,320
I-1.3	Contractor's Temporary Storage Facilities	I.s.	1	172,248	7,072	179,320
I-1.4	Temporary Fencing and Entrance Gate	I.s.	1	215,312	8,838	224,150
	Total of Item I-1			732,056	30,054	762,110
	Special Provisions					
I-2.1	Temporary Water Supply	I.s.	1	86,124	3,536	89,660
I-2.2	Temporary Drainage and Sanitation	I.s.	1	86,124	3,536	89,660
I-2.3	Temporary Electric Power Supply	I.s.	1	86,124	3,536	89,660
I-2.4	Laboratory Equipment for Field Testing	I.s.	1	86,124	3,536	89,660
	Total of Item I-2			344,496	14,144	358,640
I-3	Any other items not listed above but required for implementation of the Project	I.s.	1	0	0	0
	Total of Schedule I			1,076,552	44,198	1,120,750

(Carry over to Grand Summary, Schedule VIII)

Note : (a) Currency shall be Indian Rupees (INR)

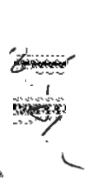
Project Director
 JICA Funded Guwahati Water Supply Project
 Project Implementation Unit (P.I.U.)

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Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

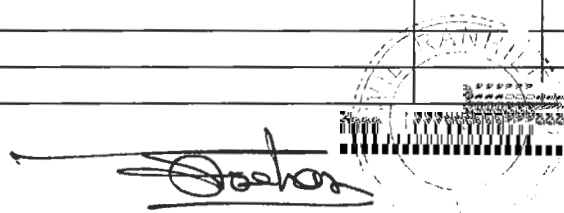
Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all.taxes and other levies payable etc.	Total Amount including local transport , transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
II A	Plant and Equipment Supplied From Abroad							
II.A-1	Intake Structure and Raw Water Pump Station and Transmission Main							
	Supply, Factory Testing and Delivery to Site of Material and Equipment for the Following Works :							
II.A-1.1	Mechanical Works							
II.A-1.1.1	Vertical Turbine Pumps and Motors		l.s.	1				
II.A-1.1.2	Valves on pump discharge pipes including check valves, butterfly valves (motorized), sluice valves (manual), other ancillary valves		l.s.	1				
II.A-1.1.3	Pipes, fittings and specials of column discharge pipes with necessary protection against thrust force		l.s.	1				
II.A-1.1.4	Pipes, fittings and specials of discharge header (intake well – WTP boundary) with necessary protection against thrust force		l.s.	1				
II.A-1.1.5	Sluice gates with electrical floor operators		l.s.	1				
II.A-1.1.6	Screens with lifting device		l.s.	1				
II.A-1.1.7	Lubrication water pump system		l.s.	1				
II.A-1.1.8	Desilting pumps with piping		l.s.	1				
II.A-1.1.9	EOT Crane		l.s.	1				
II.A-1.1.10	Surge protection system		l.s.	1				
II.A-1.1.11	Miscellaneous equipment including air conditioning system, ventilation system, fire extinguisher, etc.		l.s.	1				
II.A-1.1.12	Any other items not specified in the above but required to complete works		l.s.	1				
	Subtotal of Item II.A-1.1							
II.A-1.2	Electrical Works							
II.A-1.2.1	Indoor LV Switchboard / MCC / Soft Starters / Capacitors		l.s.	1				
II.A-1.2.2	Complete lighting system including energy efficient lighting fixtures, lighting poles, wires, conduits, cables, utility sockets and necessary accessories							
II.A-1.2.3	Other miscellaneous panels including lighting panels		l.s.	1				
II.A-1.2.4	Ni-Cd batteries, battery charger and distribution board		l.s.	1				
II.A-1.2.5	Indoor and outdoor lighting system with lighting fixtures, poles and cables		l.s.	1				
II.A-1.2.6	Emergency lighting system with cables and fixtures		l.s.	1				
II.A-1.2.7	Cabling system with trays, ducts, any other supports and conduits		l.s.	1				

Project Implementation at (P.I.U.)
 JICA Funded Guwahati Supply Project



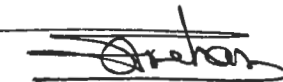
Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
II.A-1.2.9	Warning lights (4 lights) with cables and fixtures		I.s.	1				
II.A-1.2.10	Earthing / Lightening protection system		I.s.	1	A			A
II.A-1.2.11	Any other items not specified in the above but required to complete works		I.s.	1	P			P
Subtotal of Item II.A-1.2					P			P
II.A-1.3 Instrumentation and Control Works					L			L
II.A-1.3.1	PC based local work station including instrument control panels, PLC with software and hardware, complete set of ancillary equipment specified.		I.s.	1	I			I
II.A-1.3.2	24 V DC power supply system including batteries, battery charger, etc		I.s.	1	C			C
II.A-1.3.3	Water level meter (Rader type) and level switch (Conductivity type)		I.s.	1	A			A
II.A-1.3.4	Temperature scanner and switches for Raw Water pumps/motors		I.s.	1	B			B
II.A-1.3.5	Pressure meter, switch and gauges		I.s.	1	L			L
II.A-1.3.6	Electromagnetic Flow meter set		I.s.	1	E			E
II.A-1.3.7	Flow switches		I.s.	1				
II.A-1.3.8	Portable temperature meters, sound level meters and vibration meters		I.s.	1				
II.A-1.3.9	Instrumentation and control cables		I.s.	1				
II.A-1.3.10	Any other items not specified in the above but required to complete works		I.s.	1				
Subtotal of Item II.A-1.3								
Total of Item II.A-1					N			N
II.A-2 Water Treatment Plant					O			O
II.A-2.1 Mechanical Works					T			T
II.A-2.1.1	Pre-Settling Tanks				A			A
a.	Inlet and outlet sluice gates or valves with manual floor operator and piping		I.s.	1	P			P
b.	Desilting system with traveling girders, trolleys, sand drain pumps, discharge gutters and piping		I.s.	1	P			P
c.	Utility water pipes, valves, hose valves with rubber hose for wash down and cleaning of tanks		I.s.	1	L			L
d.	Metal works including handrails, step irons, steel ladders, etc.		I.s.	1	I			I
Subtotal of Item II.A-2.1.1					C			C
II.A-2.1.2 Cascade Aerator					A			A
II.A-2.1.2	Cascade Aerator				B			B



Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

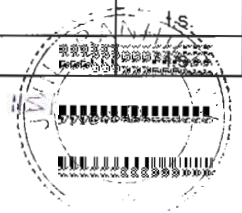
Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
a.	Sluice gates or valves with manual operator		l.s.	1	L E			L
b.	Bypass Piping with valves, fittings and specials		l.s.	1				E
c.	Metal works including handrails, step irons, steel ladders, etc.		l.s.	1				
	Subtotal of Item II.A-2.1.2							
II.A-2.1.3	Flash Mixing Tanks				N O T A P P L I C A B L E			
a.	Flash Mixers		l.s.	1				N
b.	Sluice gates or valves with manual operator and piping		l.s.	1				O
c.	Metal works including handrail, step iron, steel ladders, weir plates, etc.		l.s.	1				T
	Subtotal of Item II.A-2.1.3							
II.A-2.1.4	Flocculation Tanks				A P P L I C A B L E			
a.	Flocculators		l.s.	1				
b.	Sluice gates or valves with manual operator and piping		l.s.	1				
c.	Drain pipes, valves, fittings and specials		l.s.	1				
d.	Utility water pipes, valves, hose valves with rubber hose for wash-down and cleaning of tanks		l.s.	1				
e.	Metal works including handrail, step iron, steel ladders, etc.		l.s.	1				
	Subtotal of Item II.A-2.1.4							
II.A-2.1.5	Plate or Tube Settling Tanks				E			
a.	Inclining plate/tube modules including support, clips, etc.		l.s.	1				
b.	Sludge Scrapers (optional)		l.s.	1				
c.	Sludge extraction valves (motorized)		l.s.	1				
d.	Sludge extraction piping ¹ with isolation valves (motorized), fittings and specials including extraction header pipes		l.s.	1				
e.	Clarified water collectors		l.s.	1				
f.	Utility water pipes, valves, hose valves with rubber hose for wash down and cleaning of tanks		l.s.	1				
g.	Metal works including handrail, step iron, steel ladders, etc.			1				
	Subtotal of Item II.A-2.1.5							



Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
II.A-2.1.6	Filters and Filter House				N			N
a.	Filter Sand		l.s.	1	O			O
b.	Supporting Gravel (optional)		l.s.	1	T			T
c.	Underdrain systems		l.s.	1				
d.	Wash water drain troughs		l.s.	1	A			A
e.	Inlet gates or valves (motorized)		l.s.	1	P			P
f.	Wash water drain gates or valves (motorized)		l.s.	1	P			P
g.	Filtered water outlet valves (motorized) or siphon systems		l.s.	1	L			L
h.	Backwash valves (motorized)		l.s.	1	I			I
i.	Air scour valves (motorized)		l.s.	1	C			C
j.	Filtered water flow meters		l.s.	1	A			A
k.	Miscellaneous valves for filter drain, air release, etc.		l.s.	1	B			B
l.	Piping including fittings and specials		l.s.	1	L			L
m.	Backwash water flow measuring and control system including, flow control valve and associate piping, but excluding flow meter		l.s.	1	E			E
n.	Air blowers with pipes, valves, fittings, specials, etc.		l.s.	1				
o.	Sump drain pumps with piping		l.s.	1				
p.	Utility water pipes, valves, hose valve with rubber hose for wash down and cleaning of filters		l.s.	1				
q.	Air conditioning, ventilation, fire extinguisher, etc.		l.s.	1				
r.	Metal works including handrail, step iron, steel ladders, etc.		l.s.	1				
	Subtotal of Item II.2.A-1.6							
II.A-2.1.8	Chemical House				N			N
a.	Mixer of Alum mixing/ storage tank with Alum dilution trays		l.s.	1	O			O
b.	Chemical transfer pumps for Alum solution with suction/delivery pipes, valve, fittings and specials		l.s.	1	T			T
c.	Alum dosage chambers with pipes, valves, fittings and specials.		l.s.	1				
d.	Alum dosage pipes, valves, fittings and specials from the chemical house to dosage point with a diffuser		l.s.	1	A			A
e.	Mixer of Lime mixing/ storage tank with lime powder shooters		l.s.	1	P			P
f.	Chemical transfer pumps for Lime solution with suction/ delivery pipes, valve, fittings and specials		l.s.	1	L			L

Project color
 JICA Funded Guwahati Water Supply project
 Project Location: Guwahati



Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
g.	Lime dosage chambers with pipes, valves, fittings and specials.		I.s.	1	I			I
h.	Lime dosage pipes, valves, fittings and specials from the chemical house to dosage points with diffusers for pre- and post lime		I.s.	1	C			C
i.	Polymer solution preparation and dosage pump with suction/delivery pipes, valves, fittings and specials		I.s.	1	A			A
j.	Polymer dosage pipes, valves, fittings and specials from the chemical house to dosage points with diffusers.		I.s.	1	B			B
k.	All other pipes, valves, fittings and specials for utility water supply, overflow and drain in the chemical house		I.s.	1	L			L
l.	Sump drain pumps with piping		I.s.	1	E			E
m.	EOT monorail hoist with accessories at ground floor and 1st floor		I.s.	1				
n.	Metal works including handrails, step irons, steel ladders, hatches, etc.		I.s.	1				
o.	Air conditioning, ventilation, fire extinguishers, dust collectors/exhaust fans of lime powder feeding, etc.		I.s.	1				
	Subtotal of Item II.A-2.1.8							
II.A-2.1.9	Chlorine Building							
a.	Weight Scale with capacity of two 2 chlorine cylinders (1 ton each)		I.s.	1	N			N
b.	Chlorine Cylinders		I.s.	1	O			O
c.	Vacuum type chlorinator for pre-chlorination		I.s.	1	T			T
d.	Vacuum type chlorinator for post-chlorination		I.s.	1				
e.	Chlorine ejectors for pre- and post-chlorination		I.s.	1	A			A
f.	Utility water boosting pumps and motors with pipes, valves, fittings and specials		I.s.	1	P			P
g.	HTH mixing tanks with mixer and piping		I.s.	1	P			P
h.	metering pumps and motors for HTH solution with piping		I.s.	1	L			L
i.	Chlorine gas and solution pipes, valves, fitting and specials from the chlorine building up to dosage points (pre and post-chlorination)		I.s.	1	I			I
j.	Sump drain pumps with piping		I.s.	1	C			C
k.	EOT monorail hoist with accessories		I.s.	1	A			A
l.	Chlorine gas neutralization system including gas leakage detection system and gas collecting ducts			1	B			B
m.	Air conditioning, ventilation, fire extinguishers, dust collectors of lime powder feeding, etc.			1	L			L
n.	Emergency shower and eye washer			1	E			E

Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

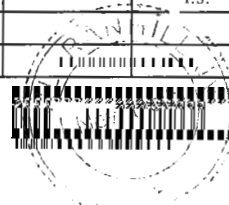
Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
	Subtotal of Item II.A-2.1.9							
II.A-2.1.10	Waste Backwash Water (WBW) Holding Tank							
a.	Inlet gates or valves (manual) with piping		l.s.	1				
b.	submersible mixers		l.s.	1				
c.	Metal works including handrail, step irons, steel ladders, weir plates, etc.		l.s.	1				
	Subtotal of Item II.A-2.1.10							
II.A-2.1.11	Sludge Buffer (SB) Tank							
a.	Inlet gates or valves (manual) with piping		l.s.	1				
b.	submersible mixers		l.s.	1				
c.	Sludge Transfer pumps and motors to Thickener including valves, pipes, fittings and specials in the SB tank		l.s.	1				
d.	Metal works including handrail, step irons, steel ladders, weir plates, etc.		l.s.	1				
	Subtotal of Item II.A-2.1.11							
II.A-2.1.12	Sludge Thickener							
a.	Sludge Scrapers with drive unit including access bridge, column pipe, etc.		l.s.	1				
b.	Thickened sludge extraction pipes to Thickened Sludge Extraction Pump House with valves, fittings and specials		l.s.	1				
c.	Supernatant water drain pipes, fittings and specials		l.s.	1				
d.	Metal works including handrail, step iron, steel ladder, weir plate, etc.		l.s.	1				
	Subtotal of Item II.A-2.1.12							
II.A-2.1.13	Thickened Sludge Extraction Pump House							
a.	Thickened Sludge extraction pumps and motors including pipes, valves, fittings and specials in the pump house		l.s.	1				
b.	Metal works including handrail, step iron, steel ladder, hatch, etc.		l.s.	1				
c.	Air conditioning, ventilation, fire extinguishers, etc.		l.s.	1				
	Subtotal of Item II.A-2.1.13							

NOT APPLICABLE

NOT APPLICABLE

Project Implementation Unit (P.I.U.)
JICA Funded Guwahati Water Supply Project

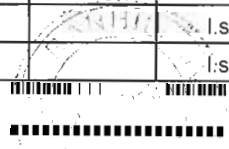
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Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Project Implementation Unit (P.I.U)
 Project Director
 ICA Funded
 Guwahati Water Supply Project

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)			
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.	
1	2	3	4	5	6	7	8	(9)=(7)+(8)	
II.A-2.1.14	Sludge Dewatering Building				N O T A P P L I C A B L E			N	
a.	Sludge Dewatering Units		l.s.	1				O	
b.	Mixer of Sludge Storage Tanks		l.s.	1				T	
c.	Polymer solution preparation and feed system including all accessories		l.s.	1					
d.	Sludge day tanks with mixers		l.s.	1				A	
e.	Thickened Sludge Feed Pumps and motors including suction/discharge pipes, valve, fittings and specials		l.s.	1				P	
f.	All other piping including sludge feeding, utility water with a storage tank, centrate, etc. with pipes, valves, fittings and specials in the dewatering building		l.s.	1				P	
g.	EOT Crane with complete accessories		l.s.	1				L	
h.	Sump drain pumps with piping		l.s.	1				I	
i.	Metal works including handrail, step iron, steel ladder, hatch, etc.		l.s.	1				C	
j.	Air conditioning, ventilation, fire extinguishers, etc.		l.s.	1				A	
	Subtotal of Item II.A-2.1.14							B	
								L	
							E		
II.A-2.1.15	Recycling Water Sump				N O T A P P L I C A B L E			N	
a.	Recycling water transfer pumps and motors with pipes, valves, fittings and specials		l.s.	1				O	
	Subtotal of Item II.A-2.1.15							T	
II.A-2.1.16	Administration Building					N O T			N
a.	Laboratory equipment and accessories		l.s.	1					O
b.	Laboratory glass wares and chemicals/reagents		l.s.	1					T
c.	Water quality analyzer rack		l.s.	1					
d.	Sampling pumps with piping from sampling points to laboratory		l.s.	1					
e.	Drain pumps with piping		l.s.	1					
f.	Air conditioning, ventilation and fire extinguishers in entire building		l.s.	1					
	Subtotal of Item II.A-2.1.16								
II.A-2.1.17	Maintenance Building					A P			A
a.	EOT monorail hoist		l.s.	1				P	
b.	Drain pumps with piping		l.s.	1					

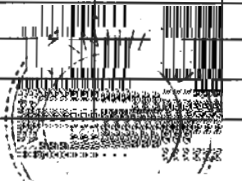


Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
c.	Air conditioning, ventilation, fire extinguishers, fire extinguishers, etc.		I.s.	1	P			P
	Subtotal of Item II.A-2.1.17				L			L
					I			I
II.A-2.1.18	Yard Piping				C			C
a.	Raw Water Transmission Main including pipes, valves (flow controller), fittings and specials (from WTP boundary up to inlet of pre-settling tank)		I.s.	1	A			A
b.	Interconnection pipe between pre-settling tanks, a cascade aerator and flash mixing tanks including pipes, fittings and specials		I.s.	1	B			B
c.	Interconnection between flash mixing tanks and flocculation tanks including pipes, fittings and specials		I.s.	1	L			L
d.	Interconnection between plate or tube setting tanks and filters including pipes, fittings and specials		I.s.	1	E			E
e.	Interconnection between filters and clear water reservoir including pipes, fittings and specials		I.s.	1				
f.	Clear Water Transmission Main 1500mm MS pipe from CW pumping station to WTP boundary including pipes, valves (controller), fittings and specials		I.s.	1				
g.	Sludge drain between plate or tube settling tanks and SB tanks including pipes, fittings and specials		I.s.	1				
h.	Filter wash drain between filters and WBW holding tanks including pipes, fittings and specials		I.s.	1				
i.	Interconnecting pipes between SB tanks, sludge thickeners, sludge extraction pump house and sludge dewatering building and recycling water transfer pipe including pipes, valves, fittings and specials		I.s.	1				
j.	Plant water supply for portable water, utility water, irrigation use, etc including pipes, valves, fittings and specials within WTP site		I.s.	1				
k.	Plant drain from WBW holding tanks to Brahmaputra River including pipes, valves, fittings and specials		I.s.	1				
	Subtotal of Item II.A-2.1.18							
II.A-2.1.19	Any other items and sub-items not specified in the above but required to complete works		I.s.	1	N			N
	Subtotal of Item II.A-2.1				O			O
					T			T
II.A-2.2	Electrical Works				A			A
II.A-2.2.1	Power substation-3.3 kV Indoor switchboard		I.s.	1	P			P
II.A-2.2.2	3.3kV/0.415kV Power transformers with neutral grounding		I.s.	1	P			P

Project Implementation Unit (P.I.U.)
 JICA Funded Guwahati Water Supply Project

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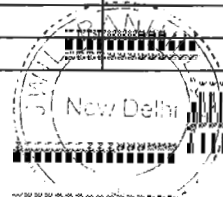


Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
II.A-2.2.3	415 V indoor switchboard / MCC and Main PCC		I.s.	1	L			L
II.A-2.2.4	Diesel Generator set with control panel, silencer, fuel tanks, fuel transfer pumps, piping, etc.		I.s.	1	I			I
II.A-2.2.5	LV PCCs and Distribution Boards / MCCs at location proposed in WTP with capacitors		I.s.	1	C			C
II.A-2.2.6	FCMA Neutral Soft Starter for CW pumps		I.s.	1	A			A
II.A-2.2.7	LV cabling including trays, trenches, conduits, etc		I.s.	1	B			B
II.A-2.2.8	Indoor lighting system in civil structures and buildings including lighting fixtures, cables, trays, ducts, conduits, etc.		I.s.	1	L			L
II.A-2.2.9	Emergency lighting system in Civil structures and buildings including lighting fixtures, cables, trays, ducts, conduits, etc.		I.s.	1	E			E
II.A-2.2.10	Outdoor lighting system including electric panels, lighting fixtures, poles, cables, trenches, conduits, etc.		I.s.	1				
II.A-2.2.11	Earthing / Lightning Protection systems at civil structures and buildings		I.s.	1				
II.A-2.2.12	110 V Ni-Cd batteries including battery chargers and distribution panels		I.s.	1				
II.A-2.2.13	Any other items not specified in the above but required to complete works		I.s.	1				
Subtotal of II-A-2.2								
II.A-2.3	Instrumentation and Control Works							
II.A-2.3.1	PC based SCADA system for remote monitoring and control at central control room in the Administration building including three sets of Laptop computers (min processor, back-up and engineering workstation) with software and hardware, UPS, color monitor, printer, any other ancillary equipment complete		I.s.	1	N			N
II.A-2.3.2	24 V DC power supply system for monitoring and control		I.s.	1	O			O
II.A-2.3.3	Instrument control panels at specified locations including PLC/ICP with software and hardware with complete ancillary equipment		I.s.	1	T			T
II.A-2.3.4	Electromagnetic flow meters on other flow measuring specified		I.s.	1				
II.A-2.3.5	EPABX systems with accessories		I.s.	1	A			A
II.A-2.3.14	CCTV monitoring system		I.s.	1	P			P
II.A-2.3.6	Walky-Talkies for local communication		I.s.	1	P			P
II.A-2.3.7	Instrumentation and control cables including trays, ducts, conduit, etc.		I.s.	1	L			L
II.A-2.3.8	Annubar/thermal dispersion type flow meter on BWA header		I.s.	1	I			I
II.A-2.3.9	Water level meters (Rader type and Ultrasonic type), level switches (conductivity type) as specified		I.s.	1	C			C

Project Director
 Project Implementation Unit (P-I.U.)
 JICA Funded Guwahati Water Supply Project

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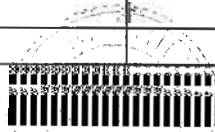
Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
II.A-2.3.10	Temperature scanner for pumps and switches for specified locations		I.s.	1	A			A
II.A-2.3.11	Pressure meters and switches for pump header and BWA header		I.s.	1	B			B
II.A-2.3.12	Flow switches for pumps		I.s.	1	L			L
II.A-2.3.13	Differential pressure measuring system for each filter		I.s.	1	E			E
II.A-2.3.14	Potable meters for temperature, sound level and vibration level		I.s.	1				
II.A-2.3.15	Any other items not specified in the above but required to complete works		I.s.	1				
	Subtotal of Item II.A-2.3							
	Total of II.A-2							
II.A-3	Clear Water Reservoir and Pumping Station							
II.A-3.1	Mechanical Works							
II.A-3.1.1	Vertical Turbine Pumps and Motors		I.s.	1	N			N
II.A-3.1.2	Valves on pump discharge pipes including check valves, butterfly valves (motorized), sluice valves (manual), other ancillary valves		I.s.	1	O			O
II.A-3.1.3	Pipes, fittings and specials of column and discharge pipes with necessary protection against thrust force		I.s.	1	T			T
II.A-3.1.4	Pipes, fittings and specials of discharge header (up to outlet of pump room) with necessary protection against thrust force		I.s.	1				
II.A-3.1.5	Inlet and outlet gates or valves (manual) of reservoirs		I.s.	1	A			A
II.A-3.1.6	Sluice gate with manual floor operator on partition wall of pump sump well		I.s.	1	P			P
II.A-3.1.7	EOT Crane with accessories		I.s.	1	P			P
II.A-3.1.8	Sump drain pumps with piping		I.s.	1	L			L
II.A-3.1.9	Inlet pipes, drain pipes, overflow pipes of reservoir with fittings and specials up to outer wall of reservoirs or valve chambers		I.s.	1	I			I
II.A-3.1.10	Dewatering pumps with piping		I.s.	1	C			C
II.A-3.1.11	Metal works including step irons, steel ladders, ventilation vents, manholes/hatches, etc.		I.s.	1	A			A
II.A-3.1.12	Air conditioning, ventilation, fire extinguishers, etc.		I.s.	1	B			B
II.A-3.1.13	Any other items not specified in the above but required to complete works				L			L
	Subtotal of Item II.A-3.1				E			E
II.A-3.2	Electrical Works							

Project Implementation Unit (PIU)
JICA Funded Guwahati Water Supply Project

Project Director
DDP

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Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
II.A-3.2.1	Power substation-33 kV outdoor switchyard and Indoor switchboard							
II.A-3.2.2	33kV/3.3kV Power transformers with neutral grounding							
II.A-3.2.3	Indoor switchboard / MCC and Main PCC		l.s.	1				
II.A-3.2.4	Diesel Generator set with control panel, silencer, fuel tanks, fuel transfer pumps, piping, etc.		l.s.	1				
II.A-3.2.5	LV/MV PCCs and Distribution Boards / MCCs at location proposed in WTP with capacitors		l.s.	1				
II.A-3.2.6	FCMA Neutral Soft Starter for CW pumps		l.s.	1				
II.A-3.2.7	LV/MV cabling including trays, trenches, conduits, etc		l.s.	1				
II.A-3.2.8	Indoor lighting system in civil structures and buildings including lighting fixtures, cables, trays, ducts, conduits, etc.		l.s.	1				
II.A-3.2.9	Emergency lighting system in Civil structures and buildings including lighting fixtures, cables, trays, ducts, conduit, etc.		l.s.	1	N			N
II.A-3.2.10	Outdoor lighting system including electric panels, lighting fixtures, poles, cables, trenches, conduits, etc.		l.s.	1	O			O
II.A-3.2.11	Earthing / Lightening Protection systems at civil structures and buildings		l.s.	1	T			T
II.A-3.2.12	110 V Ni-Cd batteries including battery chargers and distribution panels		l.s.	1				
II.A-3.2.13	Any other items not specified in the above but required to complete works		l.s.	1	A			A
	Subtotal of Item II.A-3.2				P			P
					P			P
II.A-3.3	Instrumentation and Control Works				L			L
II.A-3.3.1	Flow meters for clear water transmission (electromagnetic), filtered water (electromagnetic) and CW transmission (electromagnetic) with necessary measuring, transmit and integrator.		l.s.	1	I			I
II.A-3.3.2	Electromagnetic flow meters on other flow measuring specified		l.s.	1	C			C
II.A-3.3.3	Annubar/thermal dispersion type flow meter on BWA header		l.s.	1	A			A
II.A-3.3.4	Water level meters (Rader type and Ultrasonic type), level switches (conductivity type) as specified		l.s.	1	B			B
II.A-3.3.5	Temperature scanner for CW pumps and switches for specified locations		l.s.	1	L			L
II.A-3.3.6	Pressure meters and switches for CW pump header and BWA header		l.s.	1	E			E
II.A-3.3.7	Flow switches for CW pumps		l.s.	1				
II.A-3.3.8	Differential pressure measuring system for each filter		l.s.	1				
II.A-3.3.9	Potable meters for temperature, sound level and vibration level		l.s.	1				
II.A-3.3.10	CCTV monitoring system		l.s.	1				

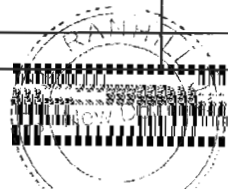
Project Director
 Project Implementation Unit (P.I.U.)
 JICA Funded Guwahati Water Supply Project

Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
II.A-3.3.11	Walki-Talkis for local communication		l.s.	1	N O T A P P L I C A B L E N O T A P P L			
II.A-3.3.12	Instrumentation and control cables including trays, ducts, conduit, etc.		l.s.	1				
II.A-3.3.13	Instrumentation panel (indoor)		l.s.	1				
II.A-3.3.14	Any other items not specified in the above but required to complete works		l.s.	1				
	Subtotal of Item II.A-3.3							
	Total of Item II.A-3							
II.A-4	Mandatory Spare Parts and Tools & Tackles							
II.A-4.1	Mandatory Spare Parts							
II.A-4.1.1	Spare Parts for Mechanical Equipment							
a.	Raw Water Transmission Pumping Station		l.s.	1				
b.	Water Treatment Plant		l.s.	1				
c.	Clear Water Reservoir		l.s.	1				
	Subtotal of Item II.A-4.1.1							
II.A-4.1.2	Spare Parts for Electrical Equipment							
a.	Raw Water Transmission Pumping Station		l.s.	1				
b.	Water Treatment Plant		l.s.	1				
c.	Distribution Reservoir		l.s.	1				
	Subtotal of Item II.A-4.1.2							
II.A-4.1.3	Spare Parts for Instrumentation and Control Equipment		l.s.	1				
	Subtotal of Item II.A-4.1							
II.A-4.2	Tools and Tackles							
II.A-4.2.1	Main Workshop		l.s.	1				
II.A-4.2.2	Painting Shop		l.s.	1				
II.A-4.2.3	Electronics Shop		l.s.	1				
II.A-4.2.4	Handling Tools and Miscellaneous		l.s.	1				

Project Director
 Project Implementation Unit (P.I.U.)
 JICA-Funded Guwahati Water Supply Project

[Handwritten Signature]



Schedule II.A: PLANT AND EQUIPMENT SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency(a)	Local Currency (INR) (c)		
					Amount CIF(b)	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including local transport, transit insurance, all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9)=(7)+(8)
	Subtotal of Item II.A-4.2				I			I
					C			C
					A			A
	Total of Item II.A-4				B			B
Total of Schedule II.A					L			L
(Carry over to Grand Summary, Schedule VIII)					E			E
					NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE


Notes:

- (a) Currencies shall be in accordance with the Instruction to Bidders. Bidder shall specify currency.
- (b) CIF: Cost, Insurance, Freight (Term of sale signifying that the price invoiced or quoted by a seller excludes insurance and all other charges including delivery to the Project Site)
- (c) INR: Indian Rupees

Signature of Bidder and Date

Name and Designation

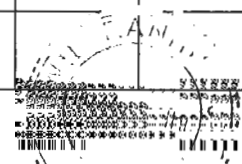
Company



Project Director
 P.I.U.
 Procurement Unit
 Tender Supply Project

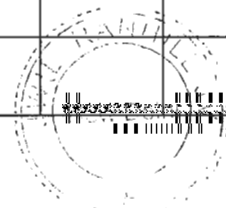
Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1		3	4	5	6	7	(8)=(5)+(6)+(7)
II B	Plant and Equipment Supplied From Employer's Country						
II.B-1	Intake Structure and Raw Water Pump Station and Transmission Main						
	Supply, Factory Testing and Delivery to Site of Material and Equipment for the Following Works :						
II.B-1.1	Mechanical Works						
II.B-1.1.1	Vertical Turbine Pumps and Motors	l.s.	1	19,569,212	500,000	1,287,875	21,357,087
II.B-1.1.2	Valves on pump discharge pipes including check	l.s.	1	7,044,917	200,000	463,635	7,708,552
II.B-1.1.3	Pipes, fittings and specials of column discharge pipes	l.s.	1	782,769	25,000	51,515	859,284
II.B-1.1.4	Pipes, fittings and specials of discharge header	l.s.	1	626,215	20,000	41,212	687,427
II.B-1.1.5	Sluice gates with electrical floor operators	l.s.	1	8,923,561	200,000	587,271	9,710,832
II.B-1.1.6	Screens with lifting device	l.s.	1	3,287,628	105,000	216,363	3,608,991
II.B-1.1.7	Lubrication water pump system	l.s.	1	1,252,430	40,000	82,424	1,374,854
II.B-1.1.8	Desilting pumps with piping	l.s.	1	2,504,860	80,000	164,848	2,749,708
II.B-1.1.9	EOT Crane	l.s.	1	3,600,735	115,000	236,969	3,952,704
II.B-1.1.10	Surge protection system	l.s.	1	0	0	0	0
II.B-1.1.11	Miscellaneous equipment including air conditioning	l.s.	1	156,554	5,000	10,303	171,857
II.B-1.1.12	Any other items not specified in the above but	l.s.	1	156,554	5,000	10,303	171,857
	Subtotal of Item II.B-1.1			47,905,435	1,295,000	3,152,718	52,353,153
II.B-1.2	Electrical Works						
II.B-1.2.1	Indoor LV Switchboard / MCC / Soft Starters / Capacitors	l.s.	1	3,913,843	100,000	257,575	4,271,418
II.B-1.2.2	Complete lighting system including energy efficient lighting fixtures, lighting poles, wires, conduits, cables,	l.s.	1	704,492	22,500	46,364	773,356
II.B-1.2.3	Other miscellaneous panels including lighting panels	l.s.	1	195,693	6,200	12,879	214,772
II.B-1.2.4	Ni-Cd batteries, battery charger and distribution board	l.s.	1	1,408,984	45,000	92,727	1,546,711
II.B-1.2.5	Indoor and outdoor lighting system with lighting fixtures, poles and cables	l.s.	1	547,938	17,500	36,061	601,499



Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1		3	4	5	6	7	(8)=(5)+(6)+(7)
II.B-1.2.6	Emergency lighting system with cables and fixtures	l.s.	1	156,554	5,000	10,303	171,857
II.B-1.2.7	Cabling system with trays, ducts, any other supports and conduits	l.s.	1	547,938	17,500	36,061	601,499
II.B-1.2.9	Warning lights (4 lights) with cables and fixtures	l.s.	1	39,139	1,200	2,576	42,915
II.B-1.2.10	Earthing / Lightning protection system	l.s.	1	1,017,599	32,500	66,970	1,117,069
II.B-1.2.11	Any other items not specified in the above but required to complete works (DP Structure etc.)	l.s.	1	3,131,074	100,000	206,060	3,437,134
	Subtotal of Item II.B-1.2			11,663,254	347,400	767,576	12,778,230
II.B-1.3	Instrumentation and Control Works						
II.B-1.3.1	PC based local work station including instrument	l.s.	1	939,323	30,000	61,818	1,031,141
II.B-1.3.2	24 V DC power supply system including batteries, battery charger, etc	l.s.	1	391,385	12,500	25,758	429,643
II.B-1.3.3	Water level meter (Rader type) and level switch (Conductivity type)	l.s.	1	109,588	3,500	7,213	120,301
II.B-1.3.4	Temperature scanner and switches for Raw Water pumps/motors	l.s.	1	78,277	2,500	5,152	85,929
II.B-1.3.5	Pressure meter, switch and gauges	l.s.	1	125,243	4,000	8,243	137,486
II.B-1.3.6	Electromagnetic Flow meter set	l.s.	1	391,385	12,500	25,758	429,643
II.B-1.3.7	Flow switches	l.s.	1	195,693	6,200	12,879	214,772
II.B-1.3.8	Portable temperature meters, sound level meters and vibration meters	l.s.	1	391,385	12,500	25,758	429,643
II.B-1.3.9	Instrumentation and control cables	l.s.	1	156,554	5,000	10,303	171,857



Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

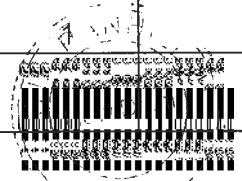
Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
II.B-1.3.10	Any other items not specified in the above but required to complete works	l.s.	1	0	0	0	0
	Subtotal of Item II.B-1.3			2,778,833	88,700	182,882	3,050,415
	Total of Item II.B-1			62,347,522	1,731,100	4,103,176	68,181,798
II.B-2	Water Treatment Plant						
II.B-2.1	Mechanical Works						
II.B-2.1.1	Pre-Settling Tanks						
a.	Inlet and outlet sluice gates or valves with manual floor operator and piping	l.s.	1	2,348,306	75,000	154,545	2,577,851
b.	Desilting system with traveling girders, trolleys, sand drain pumps, discharge gutters and piping	l.s.	1	7,201,470	150,000	473,938	7,825,408
c.	Utility water pipes, valves, hose valves with rubber hose for wash down and cleaning of tanks	l.s.	1	156,554	5,000	10,303	171,857
d.	Metal works including handrails, step irons, steel ladders, etc.	l.s.	1	313,108	10,000	20,606	343,714
	Subtotal of Item II.B-2.1.1			10,019,438	240,000	659,392	10,918,830
II.B-2.1.2	Cascade Aerator						
a.	Sluice gates or valves with manual operator	l.s.	1	1,722,091	55,000	113,333	1,890,424
b.	Bypass Piping with valves, fittings and specials	l.s.	1	0	0	0	0
c.	Metal works including handrails, step irons, steel ladders, etc.	l.s.	1	0	0	0	0

Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1		3	4	5	6	7	(8)=(5)+(6)+(7)
	Subtotal of Item II.B-2.1.1			1,722,091	55,000	113,333	1,890,424
II.B-2.1.3	Flash Mixing Tanks						
a.	Flash Mixers	l.s.	1	986,289	31,500	64,909	1,082,698
b.	Sluice gates or valves with manual operator and piping	l.s.	1	1,330,707	42,500	87,576	1,460,783
c.	Metal works including handrail, step iron, steel ladders, weir plates, etc.	l.s.	1	156,554	5,000	10,303	171,857
	Subtotal of Item II.B-2.1.3			2,473,550	79,000	162,788	2,715,338
II.B-2.1.4	Flocculation Tanks						
B.	Flocculators	l.s.	1	0	0	0	0
b.	Sluice gates or valves with manual operator and piping	l.s.	1	0	0	0	0
c.	Drain pipes, valves, fittings and specials	l.s.	1	1,565,537	50,000	103,030	1,718,567
d.	Utility water pipes, valves, hose valves with rubber hose for wash-down and cleaning of tanks	l.s.	1	78,277	2,500	5,152	85,929
e.	Metal works including handrail, step iron, steel ladders, etc.	l.s.		0	0	0	0
	Subtotal of Item II.B-2.1.4			1,643,814	52,500	108,182	1,804,496

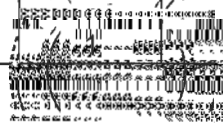
Project Director
 U.S. AID
 Project Implementation Unit (P.I.U.)
 USA Field Office
 Guatemala Water Supply Project

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Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
II.B-2.1.5	Plate or Tube Settling Tanks						
B.	Inclining plate/tube modules including support, clips, etc.	I.s.	1	14,872,601	300,000	978,785	16,151,386
b.	Sludge Scrapers (optional)	I.s.	1	0	0	0	0
c.	Sludge extraction valves (motorized)	I.s.	1	1,095,876	35,000	72,121	1,202,997
d.	Sludge extraction piping ¹ with isolation valves (motorized), fittings and specials including extraction	I.s.	1	782,769	25,000	51,515	859,284
e.	Clarified water collectors	I.s.	1	7,044,917	100,000	463,635	7,608,552
f.	Utility water pipes, valves, hose valves with rubber hose for wash down and cleaning of tanks	I.s.	1	782,769	25,000	51,515	859,284
g.	Metal works including handrail, step iron, steel ladders, etc.	I.s.	1	313,108	10,000	20,606	343,714
	Subtotal of Item II.B-2.1.5			24,892,040	495,000	1,638,177	27,025,217
II.B-2.1.6	Filters and Filter House						
a.	Filter Sand	I.s.	1	2,974,521	2,000,000	195,757	5,170,278
b.	Supporting Gravel (optional)	I.s.		1,095,876	1,200,000	72,121	2,367,997
c.	Underdrain systems	I.s.		5,635,933	180,000	370,908	6,186,841

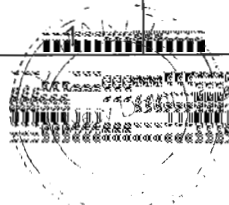


Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1		3	4	5	6	7	(8)=(5)+(6)+(7)
	d. Wash water drain troughs	l.s.	1	In Civil	0	0	0
	e. Inlet gates or valves (motorized)	l.s.	1	3,131,074	100,000	206,060	3,437,134
	f. Wash water drain gates or valves (motorized)	l.s.	1	6,262,148	200,000	412,120	6,874,268
	g. Filtered water outlet valves (motorized) or siphon systems	l.s.	1	4,383,504	140,000	288,484	4,811,988
	h. Backwash valves (motorized)	l.s.	1	6,731,809	215,000	443,029	7,389,838
	i. Air scour valves (motorized)	l.s.	1	3,913,843	125,000	257,575	4,296,418
	j. Filtered water flow meters	l.s.	1	782,769	25,000	51,515	859,284
	k. Miscellaneous valves for filter drain, air release, etc.	l.s.	1	782,769	25,000	51,515	859,284
	l. Piping including fittings and specials	l.s.	1	6,262,148	200,000	412,120	6,874,268
	m. Backwash water flow measuring and control system including, flow control valve and associate piping, but excluding flow meter	l.s.	1	782,769	25,000	51,515	859,284
	n. Air blowers with pipes, valves, fittings, specials, etc.	l.s.	1	7,044,917	225,000	463,635	7,733,552
	o. Sump drain pumps with piping	l.s.	1	156,554	5,000	10,303	171,857
	p. Utility water pipes, valves, hose valve with rubber hose for washdown and cleaning of filters	l.s.	1	156,554	5,000	10,303	171,857
	q. Air conditioning, ventilation, fire extinguisher, etc.	l.s.	1	156,554	5,000	10,303	171,857


Project Director
 Project Implementation Unit (P.I.U.)
 JICA Funded Guwahati Water Supply Project

[Handwritten Signature]



Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1		3	4	5	6	7	(8)=(5)+(6)+(7)
	r. Metal works including handrail, step iron, steel ladders, etc.	l.s.	1	782,769	25,000	51,515	859,284
	Subtotal of Item II.2.B-1.6			51,036,511	4,700,000	3,358,778	59,095,289
II.B-2.1.8	Chemical House						
	a. Mixer of Alum mixing/storage tank with Alum dilution trays	l.s.	1	626,215	20,000	41,212	687,427
	b. Chemical transfer pumps for Alum solution with suction/delivery pipes, valve, fittings and specials	l.s.	1	469,662	15,000	30,909	515,571
	c. Alum dosage chambers with pipes, valves, fittings and specials.	l.s.	1	156,554	5,000	10,303	171,857
	d. Alum dosage pipes, valves, fittings and specials from the chemical house to dosage point with a diffuser	l.s.	1	2,348,306	75,000	154,545	2,577,851
	e. Mixer of Lime mixing/storage tank with lime powder shooters	l.s.	1	626,215	20,000	41,212	687,427
	f. Chemical transfer pumps for Lime solution with suction/delivery pipes, valve, fittings and specials	l.s.	1	626,215	20,000	41,212	687,427
	g. Lime dosage chambers with pipes, valves, fittings and specials.	l.s.	1	2,348,306	75,000	154,545	2,577,851
	h. Lime dosage pipes, valves, fittings and specials from the chemical house to dosage points with diffusers for	l.s.	1	1,565,537	50,000	103,030	1,718,567
	i. Polymer solution preparation and dosage pump with suction/delivery pipes, valves, fittings and specials	l.s.	1	2,348,306	75,000	154,545	2,577,851
	j. Polymer dosage pipes, valves, fittings and specials from the chemical house to dosage points with	l.s.	1	1,095,876	35,000	72,121	1,202,997
	k. All other pipes, valves, fittings and specials for utility water supply, overflow and drain in the chemical	l.s.	1	313,108	10,000	20,606	343,714

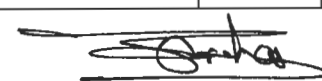
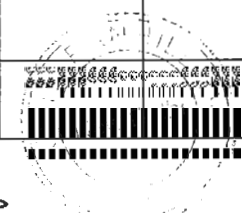
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Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
	l. Sump drain pumps with piping	l.s.	1	15,656	500	1,031	17,187
	m. EOT monorail hoist with accessories at ground floor and 1st floor	l.s.	1	1,095,876	35,000	72,121	1,202,997
	n. Metal works including handrails, step irons, steel ladders, hatches, etc.	l.s.	1	156,554	5,000	10,303	171,857
	o. Air conditioning, ventilation, fire extinguishers, dust collectors/exhaust fans of lime powder feeding, etc.	l.s.	1	156,554	5,000	10,303	171,857
	Subtotal of Item II.B-2.1.8			13,948,940	445,500	917,998	15,312,438
II.B-2.1.9	Chlorine Building						
	a. Weight Scale with capacity of two 2 chlorine cylinders (1 ton each)	l.s.	1	156,554	5,000	10,303	171,857
	b. Chlorine Cylinders	l.s.	1	3,913,843	125,000	257,575	4,296,418
	c. Vacuum type chlorinator for pre-chlorination	l.s.	1	3,913,843	125,000	257,575	4,296,418
	d. Vacuum type chlorinator for post-chlorination	l.s.	1	4,696,611	150,000	309,090	5,155,701
	e. Chlorine ejectors for pre- and post-chlorination	l.s.	1	156,554	5,000	10,303	171,857
	f. Utility water boosting pumps and motors with pipes, valves, fittings and specials	l.s.	1	156,554	5,000	10,303	171,857
	g. HTH mixing tanks with mixer and piping	l.s.		313,108	10,000	20,606	343,714
	h. metering pumps and motors for HTH solution with piping	l.s.		313,108	10,000	20,606	343,714

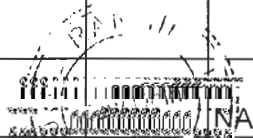
Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
i.	Chlorine gas and solution pipes, valves, fitting and specials from the chlorine building up to dosage points	l.s.	1	1,878,645	60,000	123,636	2,062,281
j.	Sump drain pumps with piping	l.s.	1	234,831	7,500	15,455	257,786
k.	EOT monorail hoist wit accessories	l.s.	1	313,108	10,000	20,606	343,714
l.	Chlorine gas neutralization system including gas leakage detection system and gas collecting ducts	l.s.	1	156,554	5,000	10,303	171,857
m.	Air conditioning, ventilation, fire extinguishers, dust collectors of lime powder feeding, etc.	l.s.	1	78,277	2,500	5,152	85,929
n.	Emergency shower and eye washer	l.s.	1	78,277	2,500	5,152	85,929
	Subtotal of Item II.B-2.1.9			16,359,867	522,500	1,076,665	17,959,032
=====							
II.B-2.1.10	Waste Backwash Water (WBW) Holding Tank						
a.	Inlet gates or valves (manual) with piping	l.s.	1	1,408,984	45,000	92,727	1,546,711
b.	submersible mixers	l.s.	1	1,252,430	40,000	82,424	1,374,854
c.	Metal works including handrail, step irons, steel ladders, weir plates , etc.	l.s.	1	78,277	2,500	5,152	85,929
	Subtotal of Item II.B-2.1.10			2,739,691	87,500	180,303	3,007,494
II.B-2.1.11	Sludge Buffer (SB) Tank						

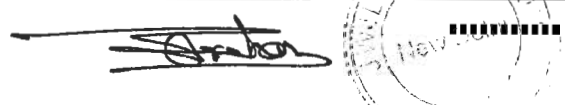
Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
a.	Inlet gates or valves (manual) with piping	I.s.	1	1,017,599	32,500	66,970	1,117,069
b.	submersible mixers	I.s.	1	2,504,860	80,000	164,848	2,749,708
c.	Sludge Transfer pumps and motors to Thickener including valves, pipes, fittings and specials in the SB	I.s.	1	2,191,752	70,000	144,242	2,405,994
d.	Metal works including handrail, step irons, steel ladders, weir plates, etc.	I.s.	1	78,277	2,500	5,152	85,929
	Subtotal of Item II.B-2.1.11			5,792,488	185,000	381,212	6,358,700
II.B-2.1.12	Sludge Thickener						
a.	Sludge Scrapers with drive unit including access bridge, column pipe, etc.	I.s.	1	NA	NA	NA	NA
b.	Thickened sludge extraction pipes to Thickened Sludge Extraction Pump House with valves, fittings	I.s.	1	NA	NA	NA	NA
c.	Supernatant water drain pipes, fittings and specials	I.s.	1	NA	NA	NA	NA
d.	Metal works including handrail, step iron, steel ladder, weir plate, etc.	I.s.	1	NA	NA	NA	NA
	Subtotal of Item II.B-2.1.13			0	0	0	0
II.B-2.1.13	Thickened Sludge Extraction Pump House						
a.	Thicken Sludge extraction pumps and motors including pipes, valves, fittings and specials in the	I.s.		NA	NA	NA	NA



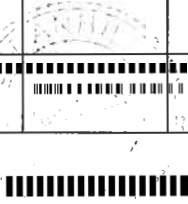
Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	8
b.	Metal works including handrail, step iron, steel ladder, hatch, etc.	l.s.	1	NA	NA	NA	NA
c.	Air conditioning, ventilation, fire extinguishers, etc.	l.s.	1	NA	NA	NA	NA
	Subtotal of Item II.B-2.1.13			0	0	0	0
II.B-2.1.14	Sludge Dewatering Building						
a.	Sludge Dewatering Units	l.s.	1	54,793,792	1,750,000	3,606,050	60,149,842
b.	Mixer of Sludge Storage Tanks	l.s.	1	0	0	0	0
c.	Polymer solution preparation and feed system including all accessories	l.s.	1	1,565,537	50,000	103,030	1,718,567
d.	Sludge day tanks with mixers	l.s.	1	0	0	0	0
e.	Thickened Sludge Feed Pumps and motors including suction/discharge pipes, valve, fittings and specials	l.s.	1	0	0	0	0
f.	All other piping including sludge feeding, utility water with a storage tank, centrate, etc. with pipes, valves,	l.s.	1	234,831	7,500	15,455	257,786
g.	EOT Crane with complete accessories	l.s.	1	2,817,967	90,000	185,454	3,093,421
h.	Sump drain pumps with piping	l.s.	1	156,554	5,000	10,303	171,857
i.	Metal works including handrail, step iron, steel ladder, hatch, etc.	l.s.	1	78,277	2,500	5,152	85,929
j.	Air conditioning, ventilation, fire extinguishers, etc.	l.s.	1	0	0	0	0



Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
	Subtotal of Item II.B-2.1.14			59,646,958	1,905,000	3,925,444	65,477,402
II.B-2.1.15	Recycling Water Sump						
a.	Recycling water transfer pumps and motors with pipes, valves, fittings and specials	l.s.	1	469,662	15,000	30,909	515,571
	Subtotal of Item II.B-2.1.15			469,662	15,000	30,909	515,571
II.B-2.1.16	Administration Building						
a.	Laboratory equipment and accessories	l.s.	1	2,348,306	75,000	154,545	2,577,851
b.	Laboratory glass wares and chemicals/reagents	l.s.	1	782,769	25,000	51,515	859,284
c.	Water quality analyzer rack	l.s.	1	156,554	5,000	10,303	171,857
d.	Sampling pumps with piping from sampling points to laboratory	l.s.	1	156,554	5,000	10,303	171,857
e.	Drain pumps with piping	l.s.	1	0	0	0	0
f.	Air conditioning, ventilation and fire extinguishers in entire building	l.s.	1	78,277	2,500	5,152	85,929
	Subtotal of Item II.B-2.1.16			3,522,460	112,500	231,818	3,866,778

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Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
II.B-2.1.17	Maintenance Building						
a.	EOT monorail hoist	l.s.	1	78,277	2,500	5,152	85,929
b.	Drain pumps with piping	l.s.	1	0	0	0	0
c.	Air conditioning, ventilation, fire extinguishers, fire extinguishers, etc.	l.s.	1	0	0	0	0
	Subtotal of Item II.B-2.1.17			78,277	2,500	5,152	85,929
II.B-2.1.18	Yard Piping						
a.	Raw Water Transmission Main including pipes, valves (flow controller), fittings and specials (from WTP	l.s.	1	6,262,148	200,000	412,120	6,874,268
b.	Interconnection pipe between pre-settling tanks, a cascade aerator and flash mixing tanks including	l.s.	1	939,323	30,000	61,818	1,031,141
c.	Interconnection between flash mixing tanks and flocculation tanks including pipes, fittings and specials	l.s.	1	939,323	30,000	61,818	1,031,141
d.	Interconnection between plate or tube setting tanks and filters including pipes, fittings and specials	l.s.	1	In Civil	0	0	0
e.	Interconnection between filters and clear water reservoir including pipes, fittings and specials	l.s.	1	In Civil	0	0	0
f.	Clear Water Transmission Main 1500mm MS pipe from CW pumping station to WTP boundary including	l.s.	1	1,565,537	50,000	103,030	1,718,567
g.	Sludge drain between plate or tube settling tanks and SB tanks including pipes, fittings and specials	l.s.	1	782,769	25,000	51,515	859,284
h.	Filter wash drain between filters and WBW holding tanks including pipes, fittings and specials	l.s.	1	782,769	25,000	51,515	859,284

Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
i.	Interconnecting pipes between SB tanks, sludge thickeners, sludge extraction pump house and sludge	I.s.	1	313,108	10,000	20,606	343,714
j.	Plant water supply for potable water, utility water, irrigation use, etc including pipes, valves, fittings and	I.s.	1	156,554	5,000	10,303	171,857
k.	Plant drain from WBW holding tanks to Brahmaputra River including pipes, valves, fittings and specials	I.s.	1	0	0	0	0
Subtotal of Item II.B-2.1.18				11,741,531	375,000	772,725	12,889,256
II.B-2.1.19	Any other items and sub-items not specified in the above but required to complete works	I.s.	1	0	0	0	0
Subtotal of Item II.B-2.1				206,087,318	9,272,000	13,562,876	228,922,194
II.B-2.2	Electrical Works						
II.B-2.2.1	Power substation-3.3 kV Indoor switchboard	I.s.	1	6,653,532	212,500	437,878	7,303,910
II.B-2.2.2	3.3kV/0.415kV Power transformers with neutral grounding	I.s.	1	4,461,781	142,500	293,636	4,897,917
II.B-2.2.3	415 V indoor switchboard / MCC and Main PCC	I.s.	1	782,769	25,000	51,515	859,284
II.B-2.2.4	Diesel Generator set with control panel, silencer, fuel tanks, fuel transfer pumps, piping, etc.	I.s.	1	46,966,107	1,500,000	3,090,900	51,557,007
II.B-2.2.5	LV PCCs and Distribution Boards / MCCs at location proposed in WTP with capacitors	I.s.		2,348,306	75,000	154,545	2,577,851
II.B-2.2.6	FCMA Neutral Soft Starter for CW pumps	I.s.		704,492	22,500	46,364	773,356

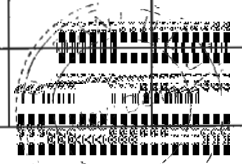
Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1		3	4	5	6	7	(8)=(5)+(6)+(7)
II.B-2.2.7	LV cabling including trays, trenches, conduits, etc	l.s.	1	861,046	27,500	56,667	945,213
II.B-2.2.8	Indoor lighting system in civil structures and buildings including lighting fixtures, cables, trays, ducts,	l.s.	1	1,174,153	37,500	77,273	1,288,926
II.B-2.2.9	Emergency lighting system in Civil structures and buildings including lighting fixtures, cables, trays,	l.s.	1	133,071	4,200	8,758	146,029
II.B-2.2.10	Outdoor lighting system including electric panels, lighting fixtures, poles, cables, trenches, conduits, etc.	l.s.	1	626,215	20,000	41,212	687,427
II.B-2.2.11	Earthing / Lightning Protection systems at civil structures and buildings	l.s.	1	1,174,153	37,500	77,273	1,288,926
II.B-2.2.12	110 V Ni-Cd batteries including battery chargers and distribution panels	l.s.	1	1,440,294	46,000	94,788	1,581,082
II.B-2.2.13	Any other items not specified in the above but required to complete works (DP structure etc.)	l.s.	1	3,131,074	100,000	206,060	3,437,134
	Subtotal of II-B-2.2			70,456,993	2,250,200	4,636,869	77,344,062
II.B-2.3	Instrumentation and Control Works						
II.B-2.3.1	PC based SCADA system for remote monitoring and control at central control room in the Administration	l.s.	1	10,332,544	330,000	679,998	11,342,542
II.B-2.3.2	24 V DC power supply system for monitoring and control	l.s.	1	391,385	12,500	25,758	429,643
II.B-2.3.3	Instrument control panels at specified locations including PLC/ICP with software and hardware with	l.s.	1	1,565,537	50,000	103,030	1,718,567
II.B-2.3.4	Electromagnetic flow meters on other flow measuring specified	l.s.	1	407,040	13,000	26,788	446,828
II.B-2.3.5	EPABX systems with accessories	l.s.	1	70,450	2,200	4,637	77,287

Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1		3	4	5	6	7	(8)=(5)+(6)+(7)
II.B-2.3.14	CCTV monitoring system	l.s.	1	78,277	2,500	5,152	85,929
II.B-2.3.6	Walky-Talkies for local communication	l.s.	1	31,311	1,000	2,061	34,372
II.B-2.3.7	Instrumentation and control cables including trays, ducts, conduit, etc.	l.s.	1	516,628	16,500	34,000	567,128
II.B-2.3.8	Annubar/thermal dispersion type flow meter on BWA header	l.s.	1	62,622	2,000	4,122	68,744
II.B-2.3.9	Water level meters (Rader type and Ultrasonic type), level switches (conductivity type) as specified	l.s.	1	1,502,916	48,000	98,909	1,649,825
II.B-2.3.10	Temperature scanner for pumps and switches for specified locations	l.s.	1	721,713	23,000	47,497	792,210
II.B-2.3.11	Pressure meters and switches for pump header and BWA header	l.s.	1	380,426	12,100	25,037	417,563
II.B-2.3.12	Flow switches for pumps	l.s.	1	117,416	3,700	7,728	128,844
II.B-2.3.13	Differential pressure measuring system for each filter	l.s.	1	281,797	9,000	18,546	309,343
II.B-2.3.14	Potable meters for temperature, sound level and vibration level	l.s.	1	391,385	12,500	25,758	429,643
II.B-2.3.15	Any other items not specified in the above but required to complete works (Analysers etc.)	l.s.	1	1,408,984	45,000	92,727	1,546,711
	Subtotal of Item II.B-2.3			18,260,431	583,000	1,201,748	20,045,179
	Total of II.B-2			294,804,742	12,105,200	19,401,493	326,311,435

Project: Triplicon
 Funded: Govt. of Karnataka
 Director
 Irrigation Unit (P.I.U)
 Water Supply Project



Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	8
II.B-3	Clear Water Reservoir and Pumping Station						
II.B-3.1	Mechanical Works						
II.B-3.1.1	Vertical Turbine Pumps and Motors	l.s.	1	23,483,054	750,000	1,545,450	25,778,504
II.B-3.1.2	Valves on pump discharge pipes including check valves, butterfly valves (motorized), sluice valves	l.s.	1	10,958,759	350,000	721,210	12,029,969
II.B-3.1.3	Pipes, fittings and specials of column and discharge pipes with necessary protection against thrust force	l.s.	1	313,108	10,000	20,606	343,714
II.B-3.1.4	Pipes, fittings and specials of discharge header (up to outlet of pump room) with necessary protection	l.s.	1	3,131,074	100,000	206,060	3,437,134
II.B-3.1.5	Inlet and outlet gates or valves (manual) of reservoirs	l.s.	1	782,769	25,000	51,515	859,284
II.B-3.1.6	Sluice gate with manual floor operator on partition wall of pump sump well	l.s.	1	3,600,735	115,000	236,969	3,952,704
II.B-3.1.7	EOT Crane with accessories	l.s.	1	3,913,843	125,000	257,575	4,296,418
II.B-3.1.8	Sump drain pumps with piping	l.s.	1	156,554	5,000	10,303	171,857
II.B-3.1.9	Inlet pipes, drain pipes, overflow pipes of reservoir with fittings and specials up to outer wall of reservoirs	l.s.	1	313,108	10,000	20,606	343,714
II.B-3.1.10	Dewatering pumps with piping	l.s.	1	156,554	5,000	10,303	171,857
II.B-3.1.11	Metal works including step irons, steel ladders, ventilation vents, manholes/hatches, etc.	l.s.	1	156,554	5,000	10,303	171,857
II.B-3.1.12	Air conditioning, ventilation, fire extinguishers, etc.	l.s.	1	78,277	2,500	5,152	85,929
II.B-3.1.13	Any other items not specified in the above but required to complete works			0	0	0	0

Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

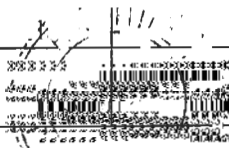
Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
	Subtotal of Item II.B-3.1			47,044,389	1,502,500	3,096,052	51,642,941
II.B-3.2	Electrical Works						
II.B-3.2.1	Power substation-33 kV outdoor switchyard and Indoor	I.s.	1	4,696,611	150,000	309,090	5,155,701
II.B-3.2.2	33kV/3.3kV Power transformers with neutral grounding	I.s.	1	9,393,222	300,000	618,180	10,311,402
II.B-3.2.3	Indoor switchboard / MCC and Main PCC	I.s.	1	861,046	27,500	56,667	945,213
II.B-3.2.4	Diesel Generator set with control panel, silencer, fuel tanks, fuel transfer pumps, piping, etc.	I.s.	1	50,097,181	1,600,000	3,296,960	54,994,141
II.B-3.2.5	LV/MV PCCs and Distribution Boards / MCCs at location proposed in WTP with capacitors	I.s.	1	2,270,029	72,500	149,394	2,491,923
II.B-3.2.6	FCMA Neutral Soft Starter for CW pumps	I.s.	1	4,086,052	130,500	268,909	4,485,461
II.B-3.2.7	LV/MV cabling including trays, trenches, conduits, etc	I.s.	1	344,419	11,000	22,667	378,086
II.B-3.2.8	Indoor lighting system in civil structures and buildings including lighting fixtures, cables, trays, ducts,	I.s.	1	391,385	12,500	25,758	429,643
II.B-3.2.9	Emergency lighting system in Civil structures and buildings including lighting fixtures, cables, trays,	I.s.	1	133,071	4,200	8,758	146,029
II.B-3.2.10	Outdoor lighting system including electric panels, lighting fixtures, poles, cables, trenches, conduits, etc.	I.s.	1	328,763	10,500	21,637	360,900
II.B-3.2.11	Earthing / Lightning Protection systems at civil structures and buildings	I.s.	1	469,662	15,000	30,909	515,571
II.B-3.2.12	110 V Ni-Cd batteries including battery chargers and distribution panels	I.s.	1	1,440,294	46,000	94,788	1,581,082

Project Implementation Materials Sub-Project
 Project Director, UNEP
 Project Director, UNEP
 Project Director, UNEP

Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
II.B-3.2.13	Any other items not specified in the above but required to complete works (LPBS etc.)	l.s.	1	3,131,074	100,000	206,060	3,437,134
Subtotal of Item II.B-3.2				77,642,809	2,479,700	5,109,777	85,232,286
II.B-3.3 Instrumentation and Control Works							
II.B-3.3.1	Flow meters for clear water transmission (electromagnetic), filtered water (electromagnetic) and	l.s.	1	438,351	14,000	28,849	481,200
II.B-3.3.2	Electromagnetic flow meters on other flow measuring specified	l.s.	1	305,280	9,700	20,091	335,071
II.B-3.3.3	Annubar/thermal dispersion type flow meter on BWA header	l.s.	1	62,622	2,000	4,122	68,744
II.B-3.3.4	Water level meters (Rader type and Ultrasonic type), level switches (conductivity type) as specified	l.s.	1	234,831	7,500	15,455	257,786
II.B-3.3.5	Temperature scanner for CW pumps and switches for specified locations	l.s.	1	187,865	6,000	12,364	206,229
II.B-3.3.6	Pressure meters and switches for CW pump header and BWA header	l.s.	1	125,243	4,000	8,243	137,486
II.B-3.3.7	Flow switches for CW pumps	l.s.	1	117,416	3,700	7,728	128,844
II.B-3.3.8	Differential pressure measuring system for each filter	l.s.	1	Taken in WTP	0	0	0
II.B-3.3.9	Potable meters for temperature, sound level and vibration level	l.s.	1	391,385	12,500	25,758	429,643
II.B-3.3.10	CCTV monitoring system	l.s.		78,277	2,500	5,152	85,929
II.B-3.3.11	Walky-Talkies for local communication	l.s.		15,656	500	1,031	17,187

Project Implementation Unit
Funded Guwahati Water Supply Project



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Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
II.B-3.3.12	Instrumentation and control cables including trays, ducts, conduit, etc.	l.s.	1	156,554	5,000	10,303	171,857
II.B-3.3.13	Instrumentation panel (indoor)	l.s.	1	469,662	15,000	30,909	515,571
II.B-3.3.14	Any other items not specified in the above but required to complete works	l.s.	1	0	0	0	0
Subtotal of Item II.B-3.3				2,583,142	82,400	170,005	2,835,547
Total of Item II.B-3				127,270,340	4,064,600	8,375,834	139,710,774
II.B-4	Mandatory Spare Parts and Tools & Tackles						
II.B-4.1	Mandatory Spare Parts						
II.B-4.1.1	Spare Parts for Mechanical Equipment						
B.	Raw Water Transmission Pumping Station	l.s.	1	1,860,944	47,567	121,391	2,029,902
b.	Water Treatment Plant	l.s.	1	6,203,146	158,558	404,638	6,766,342
c.	Clear Water Reservoir	l.s.	1	4,652,360	118,918	303,479	5,074,757
Subtotal of Item II.A-4.1.1				12,716,450	325,043	829,508	13,871,001
II.B-4.1.2	Spare Parts for Electrical Equipment						

Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

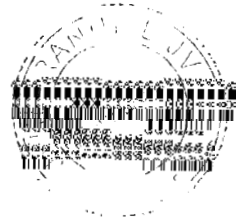
Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	(8)=(5)+(6)+(7)
B.	Raw Water Transmission Pumping Station	l.s.	1	6,513,303	208,107	424,870	7,146,280
b.	Water Treatment Plant	l.s.	1	11,243,202	359,232	733,407	12,335,841
c.	Distribution Reservoir	l.s.	1	4,342,203	138,738	283,247	4,764,188
	Subtotal of Item II.A-4.1.2			22,098,708	706,077	1,441,524	24,246,309
II.B-4.1.3	Spare Parts for Instrumentation and Control Equipment	l.s.	1	2,016,022	64,415	131,508	2,211,945
	Subtotal of Item II.B-4.1			36,831,180	1,095,535	2,402,540	40,329,255
II.B-4.2	Tools and Tackles						
II.B-4.2.1	Main Workshop	l.s.	1	156,554	0	10,303	166,857
II.B-4.2.2	Painting Shop	l.s.	1	156,554	0	10,303	166,857
II.B-4.2.3	Electronics Shop	l.s.	1	156,554	0	10,303	166,857
II.B-4.2.4	Handling Tools and Miscellaneous	l.s.	1	156,554	0	10,303	166,857
	Subtotal of Item II.A-B.2			626,216	0	41,212	667,428

Schedule II.B: PLANT AND EQUIPMENT SUPPLIED FROM EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Amount EXW	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including transport, transit insurance etc, including all taxes (8)=(5)+(6)+(7)
1	2	3	4	5	6	7	8
	Total of Item II.B			37,457,396	1,095,535	2,443,752	40,996,683
Total of Schedule II.B				521,880,000	18,996,435	34,324,255	575,200,690
(Carry over to Grand Summary, Schedule VIII)							

Project Director
 JICA Funded Guwahati Water Supply Project
 Implementation Unit (P.I.U.)

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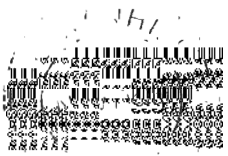
Schedule III: DESIGN, DRAWINGS AND DOCUMENTATIONS SERVICES

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including personnel cost, per diem, Local transportation, etc.	Amount including personnel cost, per diem, Local transportation, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9) = (7) + (8)
III	Design, Drawings and Documentation Services							
III-1	Study and Surveys							
III-1.1	Hydrological Study of River including Bathymetry survey and Model Analysis for Raw Water Intake Location		I.s.	1	0	403,470	16565	420,035
III-1.2	Topographical Surveys							
III-1.2.1	Water Treatment Plant Site including establishment of Bench Mark		I.s.	1	0	717,280	29448	746,728
III-1.2.2	Interception and Diversion Drain		I.s.	1	0	0	0	0
III-1.2.3	Dewatered Sludge Cake Disposal Site		I.s.	1	0	286,912	11779	298,691
III-1.2.4	Any other item not specified above but required to complete the design and construction		I.s.	1	0	0	0	0
	Subtotal of Item III-1.2					1,004,192	41,227	1,045,419
III-1.3	Geotechnical Investigations							
III-1.3.1	Raw Water Intake Site including river bay		I.s.	1	0	179,320	7362	186,682
III-1.3.2	Water Treatment Site including distribution reservoir		I.s.	1	0	520,028	21350	541,378
III-1.3.3	Dewatered Sludge Cake Disposal Site		I.s.	1	0	0	0	0
III-1.3.4	Any other item not specified above but required to complete the design and construction		I.s.	1	0	0	0	0
	Subtotal of Item III-1.3					699,348	28,712	728,060
III-1.4	Raw Water Sampling survey							
III-1.4.1	Raw Water Sampling and Laboratory Tests		I.s.	1	0	493,130	20254	513,384
III-1.4.2	Any other testing and analysis including jar test		I.s.	1	0	0	0	0
	Subtotal of Item III-1.4					493,130	20,254	513,384
	Total of Item III-1					2,600,140	106,758	2,706,898

Project Director
 Project Implementation Unit (PIU)
 JICA Funded Guwahati Water Supply Project



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Schedule III: DESIGN, DRAWINGS AND DOCUMENTATIONS SERVICES

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including personnel cost, per diem, Local transportation, etc.	Amount including personnel cost, per diem, Local transportation, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9) = (7) + (8)
III-2	Design and Drawings including Civil, Architectural, Mechanical, Electrical Works							
III-2.1	Basic Design including process design & flow diagram, dimensioning of facilities and equipment, plant layout, hydraulic profile, single line diagram, instrumentation diagram and SCADA configuration, etc.		I.s.	1	0	1,972,520	80982	2,053,502
III-2.2	Detailed Design of Process and hydraulics with other analysis and calculations		I.s.	1	0	986,260	40491	1,026,751
III-2.3	Detailed Design of civil structures, buildings, piping, mechanical and electric equipment including structural analysis and other hydraulic calculations							
III-2.3.1	Raw water intake and Bridge and transmission upto river bay		I.s.	1	0	448,300	18405	466,705
III-2.3.2	Water treatment plant and Clear Water Reservoir		I.s.	1	0	2,331,160	95706	2,426,866
	Subtotal of Item III-2.3					2,779,460	114,111	2,893,571
III-2.4	Preparation of Shop Drawings							
III-2.4.1	Raw water intake and transmission		I.s.	1	0	89,660	3680	93,340
III-2.4.2	Water treatment plant and clear water reservoir		I.s.	1	0	224,150	9203	233,353
	Subtotal of Item III-2.4					313,810	12,883	326,693
III-2.5	Any other item not specified above but required to complete the design and construction		I.s.	1	0	0	0	0
	Total of Item III-2					6,052,050	248,467	6,300,517

Project Implementation Unit
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Schedule III: DESIGN, DRAWINGS AND DOCUMENTATIONS SERVICES

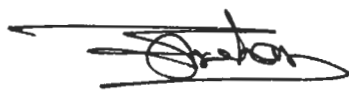
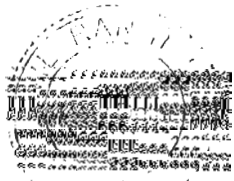
Item	Description	Country of Origin	Unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including personnel cost, per diem, Local transportation, etc.	Amount including personnel cost, per diem, Local transportation, etc.	Amount all taxes and other levies payable etc.	AmountLocal Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	7	8	(9) = (7) + (8)
III-3	Other Documentations							
III-3.1	Preparation of As-built Drawings		I.s.	1	0	179,320	7361	186,681
III-3.2	Preparation of Operation and Maintenance Manuals		I.s.	1	0	89,660	3682	93,342
III-3.3	Preparation of Training Manuals		I.s.	1	0	89,660	3682	93,342
III-3.4	Preparation of Safety and QA/QC Manuals		I.s.	1	0	89,660	3682	93,342
III-3.5	Preparation of Environmental Management & Monitoring Plans and Monitoring Reports		I.s.	1	0	63,121	2581	65,702
	Total of Item III-3					511,421	20,988	532,409
Total of Schedule III					0	9,163,611	376,213	9,539,824
(Carry over to Grand Summary, Schedule VIII)								

Note:

(a) Currencies shall be in accordance with the Instruction to Bidders. Bidder shall specify currency.

INR: Indian Rupees

Project Director
 JICA Funded
 Information Unit (P.I.U)
 Water Supply Project

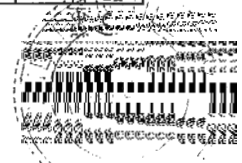



Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
IV	Installation and Other Services						
	Installation of Equipment including, but not limited to, secure storage, protection, erection, installation, and initial testing. Items not listed and required for completing the job shall be supplied by contractor as a part of the installation without any additional payment. The Trial Run, Pre-commissioning & Commissioning testing are included under separate cost items.						
IV.B-1	Intake Structure and Raw Water Pump Station and Transmission Main						
IV.B-1.1	Mechanical Works						
IV.B-1.1.1	Vertical Turbine Pumps and Motors	I.s.	1	N	869,240	36,237	905,477
IV.B-1.1.2	Valves on pump discharge pipes including check valves, butterfly valves (motorized), sluice valves (manual), other ancillary valves	I.s.	1	O	312,927	13,046	325,973
IV.B-1.1.3	Pipes, fittings and specials of column discharge pipes with necessary protection against thrust force	I.s.	1	T	34,771	1,450	36,221
IV.B-1.1.4	Pipes, fittings and specials of discharge header (intake well – WTP boundary) with necessary protection against thrust force	I.s.	1		27,816	1,160	28,976
IV.B-1.1.5	Sluice gates with electrical floor operators	I.s.	1	A	396,374	16,524	412,898
IV.B-1.1.6	Screens with lifting device	I.s.	1	P	146,033	6,089	152,122
IV.B-1.1.7	Lubrication water pump system	I.s.	1	P	55,632	2,320	57,952
IV.B-1.1.8	Desilting pumps with piping	I.s.	1	L	111,263	4,638	115,901
IV.B-1.1.9	EOT Crane	I.s.	1	I	159,941	6,668	166,609
IV.B-1.1.10	Surge protection system	I.s.	1	C	0	0	0
IV.B-1.1.11	Miscellaneous equipment including air conditioning system, ventilation system, fire extinguisher, etc.	I.s.	1	A	6,955	290	7,245
IV.B-1.1.12	Any other items not specified in the above but required to complete works	I.s.	1	B	6,952	292	7,244
	Subtotal of Item IV.B-1.1			E	2,127,904	88,714	2,216,618
IV.B-1.2	Electrical Works						
IV.B-1.2.1	Indoor LV Switchboard / MCC / Soft Starters / Capacitors	I.s.			173,811	7,127	180,938
IV.B-1.2.2	Complete lighting system including energy efficient lighting fixtures, lighting poles, wires, conduits, cables, utility sockets and necessary accessories	I.s.			31,286	1,283	32,569
IV.B-1.2.3	Other miscellaneous panels including lighting panels	I.s.			8,730	358	9,088
IV.B-1.2.4	Ni-Cd batteries, battery charger and distribution board	I.s.			62,572	2,566	65,138

Project Implementation Unit
 JICA Funded (Dumrahali Water Supply)

Project Director
 M. N. /



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Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)			
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.	
1	2	3	4	5	6	7	(8) = (6) + (7)	
IV.B-1.2.5	Indoor and outdoor lighting system with lighting fixtures, poles and cables	l.s.	1	N O T A P P L I C A B L E	24,334	998	25,332	
IV.B-1.2.6	Emergency lighting system with cables and fixtures	l.s.	1		6,953	286	7,239	
IV.B-1.2.7	Cabling system with trays, ducts, any other supports and conduits	l.s.	1		24,334	998	25,332	
IV.B-1.2.9	Warning lights (4 lights) with cables and fixtures	l.s.	1		1,777	73	1,850	
IV.B-1.2.10	Earthing / Lightning protection system	l.s.	1		45,191	1,853	47,044	
IV.B-1.2.11	Any other items not specified in the above but required to complete works	l.s.	1		139,049	5,702	144,751	
	Subtotal of Item IV.B-1.2				518,037	21,244	539,281	
IV.B-1.3	Instrumentation and Control Works							
IV.B-1.3.1	PC based local work station including instrument control panels, PLC with software and hardware, complete set of ancillary equipment specified.	l.s.	1			41,715	1,711	43,426
IV.B-1.3.2	24 V DC power supply system including batteries, battery charger, etc	l.s.	1			17,382	713	18,095
IV.B-1.3.3	Water level meter (Rader type) and level switch (Conductivity type)	l.s.	1			4,867	200	5,067
IV.B-1.3.4	Temperature scanner and switches for Raw Water pumps/motors	l.s.	1		3,477	143	3,620	
IV.B-1.3.5	Pressure meter, switch and gauges	l.s.	1		5,562	229	5,791	
IV.B-1.3.6	Electromagnetic Flow meter set	l.s.	1		17,382	713	18,095	
IV.B-1.3.7	Flow switches	l.s.	1		8,730	358	9,088	
IV.B-1.3.8	Portable temperature meters, sound level meters and vibration meters	l.s.	1		17,382	713	18,095	
IV.B-1.3.9	Instrumentation and control cables	l.s.	1		6,953	286	7,239	
IV.B-1.3.10	Any other items not specified in the above but required to complete works	l.s.	1		0	0	0	
	Subtotal of Item IV.B-1.3				123,450	5,066	128,516	
	Total of Item IV.B-1				2,769,391	115,024	2,884,415	
IV.B-2	Water Treatment Plant							
IV.B-2.1	Mechanical Works							
IV.B-2.1.1	Pre-Settling Tanks							
a.	Inlet and outlet sluice gates or valves with manual floor operator and piping	l.s.	1		104,287	4,276	108,563	
b.	Desilting system with traveling girders, trolleys, sand drain pumps, discharge gutters and piping	l.s.	1		319,811	13,113	332,924	
c.	Utility water pipes, valves, hose valves with rubber hose for wash down and cleaning of tanks	l.s.	1		6,953	286	7,239	
d.	Metal works including handrails, step irons, steel ladders, etc.	l.s.	1		13,905	571	14,476	

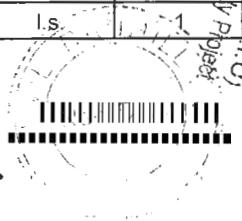
Project Implementation Unit (PIU)
 N O T A P P L I C A B L E
 Project Director
 High Funded Guwahati Water Supply Project



Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
	Subtotal of Item IV.B-2.1.1			P	444,956	18,246	463,202
				P			
				L			
IV.B-2.1.2	Cascade Aerator			I			
a.	Sluice gates or valves with manual operator	I.s.	1	C	76,477	3,136	79,613
b.	Bypass Piping with valves, fittings and specials	I.s.	1	A	0	0	0
c.	Metal works including handrails, step irons, steel ladders, etc.	I.s.	1	B	0	0	0
	Subtotal of Item IV.B-2.1.2			L	76,477	3,136	79,613
				E			
IV.B-2.1.3	Flash Mixing Tanks						
a.	Flash Mixers	I.s.	1		43,801	1,796	45,597
b.	Sluice gates or valves with manual operator and piping	I.s.	1		59,096	2,423	61,519
c.	Metal works including handrail, step iron, steel ladders, weir plates, etc.	I.s.	1		6,953	286	7,239
	Subtotal of Item IV.B-2.1.3			N	109,850	4,505	114,355
				O			
IV.B-2.1.4	Flocculation Tanks			T			
a.	Flocculators	I.s.	1		0	0	0
b.	Sluice gates or valves with manual operator and piping	I.s.	1		0	0	0
c.	Drain pipes, valves, fittings and specials	I.s.	1	A	69,525	2,851	72,376
d.	Utility water pipes, valves, hose valves with rubber hose for wash-down and cleaning of tanks	I.s.	1	P	3,477	143	3,620
e.	Metal works including handrail, step iron, steel ladders, etc.	I.s.	1		0	0	0
	Subtotal of Item IV.B-2.1.4				73,002	2,994	75,996
IV.B-2.1.5	Plate or Tube Settling Tanks						
B.	Inclining plate/tube modules including support, clips, etc.	I.s.	1		660,479	27,080	687,559
b.	Sludge Scrapers (optional)	I.s.	1		0	0	0
c.	Sludge extraction valves (motorized)	I.s.	1		48,667	1,996	50,663

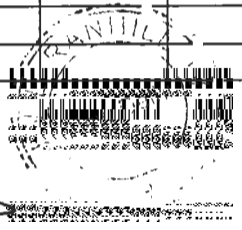
Project Director
 JICA Funded Guwahati Water Supply Project
 Project Implementation Unit (P.I.U.)



Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
	d. Sludge extraction piping ¹ with isolation valves (motorized), fittings and specials including extraction header pipes	l.s.	1	E	34,763	1,426	36,189
	e. Clarified water collectors	l.s.	1		312,859	12,828	325,687
	f. Utility water pipes, valves, hose valves with rubber hose for wash down and cleaning of tanks	l.s.	1		34,763	1,426	36,189
	g. Metal works including handrail, step iron, steel ladders, etc.	l.s.	1		13,905	571	14,476
	Subtotal of Item IV.B-2.1.5				1,105,436	45,327	1,150,763
IV.B-2.1.6	Filters and Filter House						
a.	Filter Sand	l.s.	1		132,096	5,416	137,512
b.	Supporting Gravel (optional)	l.s.	1		48,667	1,996	50,663
c.	Underdrain systems	l.s.	1		250,287	10,262	260,549
d.	Wash water drain troughs	l.s.	1	N	0	0	0
e.	Inlet gates or valves (motorized)	l.s.	1	O	139,049	5,702	144,751
f.	Wash water drain gates or valves (motorized)	l.s.	1	T	278,097	11,402	289,499
g.	Filtered water outlet valves (motorized) or siphon systems	l.s.	1		194,668	7,982	202,650
h.	Backwash valves (motorized)	l.s.	1	A	298,954	12,258	311,212
i.	Air scour valves (motorized)	l.s.	1	P	173,811	7,127	180,938
j.	Filtered water flow meters	l.s.	1	P	34,763	1,426	36,189
k.	Miscellaneous valves for filter drain, air release, etc.	l.s.	1	L	34,763	1,426	36,189
l.	Piping including fittings and specials	l.s.	1	I	278,097	11,402	289,499
m.	Backwash water flow measuring and control system including, flow control valve and associate piping, but excluding flow meter	l.s.	1	C	34,763	1,426	36,189
n.	Air blowers with pipes, valves, fittings, specials, etc.	l.s.	1	A	312,859	12,828	325,687
o.	Sump drain pumps with piping	l.s.	1	B	6,953	286	7,239
p.	Utility water pipes, valves, hose valve with rubber hose for wash down and cleaning of filters	l.s.	1	L	6,953	286	7,239
q.	Air conditioning, ventilation, fire extinguisher, etc.	l.s.	1	E	6,953	286	7,239
r.	Metal works including handrail, step iron, steel ladders, etc.	l.s.	1		34,763	1,426	36,189
	Subtotal of Item IV.2.B-1.6				2,266,496	92,937	2,359,433

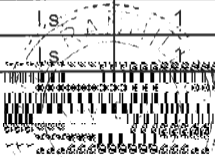
Project Director
 JICA Funded Guwahati Water Supply Project



Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
IV.B-2.1.8	Chemical House			N O T A P P L I C A B L E			
a.	Mixer of Alum mixing/storage tank with Alum dilution trays	l.s.	1		27,810	1,141	28,951
b.	Chemical transfer pumps for Alum solution with suction/delivery pipes, valve, fittings and specials	l.s.	1		20,858	856	21,714
c.	Alum dosage chambers with pipes, valves, fittings and specials.	l.s.	1		6,953	286	7,239
d.	Alum dosage pipes, valves, fittings and specials from the chemical house to dosage point with a diffuser	l.s.	1		104,287	4,276	108,563
e.	Mixer of Lime mixing/storage tank with lime powder shooters	l.s.	1		27,810	1,141	28,951
f.	Chemical transfer pumps for Lime solution with suction/delivery pipes, valve, fittings and specials	l.s.	1		27,810	1,141	28,951
g.	Lime dosage chambers with pipes, valves, fittings and specials.	l.s.	1		104,287	4,276	108,563
h.	Lime dosage pipes, valves, fittings and specials from the chemical house to dosage points with diffusers for pre- and post lime	l.s.	1		69,525	2,851	72,376
i.	Polymer solution preparation and dosage pump with suction/delivery pipes, valves, fittings and specials	l.s.	1		104,287	4,276	108,563
j.	Polymer dosage pipes, valves, fittings and specials from the chemical house to dosage points with diffusers.	l.s.	1		48,667	1,996	50,663
k.	All other pipes, valves, fittings and specials for utility water supply, overflow and drain in the chemical house	l.s.	1		13,905	571	14,476
l.	Sump drain pumps with piping	l.s.	1		696	29	725
m.	EOT monorail hoist with accessories at ground flow and 1st floor	l.s.	1		48,667	1,996	50,663
n.	Metal works including handrails, step irons, steel ladders, hatches, etc.	l.s.	1		6,953	286	7,239
o.	Air conditioning, ventilation, fire extinguishers, dust collectors/exhaust fans of lime powder feeding, etc.	l.s.	1		6,953	286	7,239
	Subtotal of Item IV.B-2.1.8				619,468	25,408	644,876
IV.B-2.1.9	Chlorine Building						
a.	Weight Scale with capacity of two 2 chlorine cylinders (1 ton each)	l.s.	1		6,953	286	7,239
b.	Chlorine Cylinders	l.s.	1		173,811	7,127	180,938
c.	Vacuum type chlorinator for pre-chlorination	l.s.	1	173,811	7,127	180,938	
d.	Vacuum type chlorinator for post-chlorination	l.s.	1	208,573	8,552	217,125	
e.	Chlorine ejectors for pre- and post-chlorination	l.s.	1	6,953	286	7,239	
f.	Utility water boosting pumps and motors with pipes, valves, fittings and specials	l.s.	1	6,953	286	7,239	
g.	HTH mixing tanks with mixer and piping	l.s.	1	13,905	571	14,476	
h.	metering pumps and motors for HTH solution with piping	l.s.	1	13,905	571	14,476	

Project Director
 JICA Funded Guwahati Water Supply Project
 Implementation Unit (P.I.U.)



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Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
	i. Chlorine gas and solution pipes, valves, fitting and specials from the chlorine building up to dosage points (pre and post-chlorination)	l.s.	1		83,429	3,421	86,850
	j. Sump drain pumps with piping	l.s.	1	A	10,429	428	10,857
	k. EOT monorail hoist wit accessories	l.s.	1	P	13,905	571	14,476
	l. Chlorine gas neutralization system including gas leakage detection system and gas collecting ducts	l.s.	1	P	6,953	286	7,239
	m. Air conditioning, ventilation, fire extinguishers, dust collectors of lime powder feeding, etc.	l.s.	1	L	3,477	143	3,620
	n. Emergency shower and eye washer	l.s.	1	I	3,477	143	3,620
	Subtotal of Item IV.B-2.1.9			C	726,534	29,798	756,332
				A			
IV.B-2.1.10	Waste Backwash Water (WBW) Holding Tank			B			
	a. Inlet gates or valves (manual) with piping	l.s.	1	L	62,572	2,566	65,138
	b. submersible mixers	l.s.	1	E	55,620	2,281	57,901
	c. Metal works including handrail, step irons, steel ladders, weir plates , etc.	l.s.	1		3,477	143	3,620
	Subtotal of Item IV.B-2.1.10				121,669	4,990	126,659
IV.B-2.1.11	Sludge Buffer (SB) Tank						
	a. Inlet gates or valves (manual) with piping	l.s.	1		45,191	1,853	47,044
	b. submersible mixers	l.s.	1		111,239	4,561	115,800
	c. Sludge Transfer pumps and motors to Thickener including valves, pipes, fittings and specials in the SB tank	l.s.	1		97,334	3,991	101,325
	d. Metal works including handrail, step irons, steel ladders, weir plates, etc.	l.s.	1		3,477	143	3,620
	Subtotal of Item IV.B-2.1.11			N	257,241	10,548	267,789
				O			
				T			
IV.B-2.1.12	Sludge Thickener						
	a. Sludge Scrapers with drive unit including access bridge, column pipe, etc.	l.s.	1	A	NA	NA	NA
	b. Thickened sludge extraction pipes to Thickened Sludge Extraction Pump House with valves, fittings and specials	l.s.	1	P	NA	NA	NA
	c. Supernatant water drain pipes, fittings and specials	l.s.	1	P	NA	NA	NA
	d. Metal works including handrail, step iron, steel ladder, weir plate, etc.	l.s.	1		NA	NA	NA
	Subtotal of Item IV.B-2.1.12				0	0	0
IV.B-2.1.13	Thickened Sludge Extraction Pump House						

Project Implementation Unit (P.I.U)
 JICA Funded Quaternary Water Supply Project
 Project Director

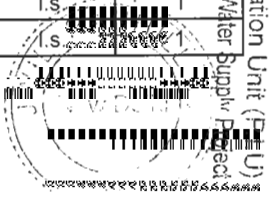


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Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc. (8) = (6) + (7)
1	2	3	4	5	6	7	(8) = (6) + (7)
	a. Thicken Sludge extraction pumps and motors including pipes, valves, fittings and specials in the pump house	l.s.	1	B	NA	NA	NA
	b. Metal works including handrail, step iron, steel ladder, hatch, etc.	l.s.	1	L	NA	NA	NA
	c. Air conditioning, ventilation, fire extinguishers, etc.	l.s.	1	E	NA	NA	NA
	Subtotal of Item IV.B-2.1.13				0	0	0
IV.B-2.1.14	Sludge Dewatering Building						
	a. Sludge Dewatering Units	l.s.	1		2,433,344	99,768	2,533,112
	b. Mixer of Sludge Storage Tanks	l.s.	1		0	0	0
	c. Polymer solution preparation and feed system including all accessories	l.s.	1		69,525	2,851	72,376
	d. Sludge day tanks with mixers	l.s.	1		0	0	0
	e. Thickened Sludge Feed Pumps and motors including suction/discharge pipes, valve, fittings and specials	l.s.	1	N	0	0	0
	f. All other piping including sludge feeding, utility water with a storage tank, centrate, etc. with pipes, valves, fittings and specials in the dewatering building	l.s.	1	O	10,429	428	10,857
	g. EOT Crane with complete accessories	l.s.	1	T	125,144	5,131	130,275
	h. Sump drain pumps with piping	l.s.	1		6,953	286	7,239
	i. Metal works including handrail, step iron, steel ladder, hatch, etc.	l.s.	1	A	3,477	143	3,620
	j. Air conditioning, ventilation, fire extinguishers, etc.	l.s.	1	P	0	0	0
	Subtotal of Item IV.B-2.1.14			P	2,648,872	108,607	2,757,479
IV.B-2.1.15	Recycling Water Sump			L			
	a. Recycling water transfer pumps and motors with pipes, valves, fittings and specials	l.s.	1	C	20,858	856	21,714
	Subtotal of Item IV.B-2.1.15			A	20,858	856	21,714
IV.B-2.1.16	Administration Building			B			
	a. Laboratory equipment and accessories	l.s.	1	L	0	0	0
	b. Laboratory glass wares and chemicals/reagents	l.s.	1	E	0	0	0
	c. Water quality analyzer rack	l.s.	1		0	0	0
	d. Sampling pumps with piping from sampling points to laboratory	l.s.	1		0	0	0
	e. Drain pumps with piping	l.s.	1		0	0	0
	f. Air conditioning, ventilation and fire extinguishers in entire building	l.s.	1		0	0	0

JICA Funded Buvikhat Water Supply Project
 Project Implementation Unit (PIU)



Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
	Subtotal of Item IV.B-2.1.16				0	0	0
IV.B-2.1.17	Maintenance Building						
a.	EOT monorail hoist	I.s.	1		3,477	143	3,620
b.	Drain pumps with piping	I.s.	1	N	0	0	0
c.	Air conditioning, ventilation, fire extinguishers, fire extinguishers, etc.	I.s.	1	O	0	0	0
	Subtotal of Item IV.B-2.1.17			T	3,477	143	3,620
IV.B-2.1.18	Yard Piping						
a.	Raw Water Transmission Main including pipes, valves (flow controller), fittings and specials (from WTP boundary up to inlet of pre-settling tank)	I.s.	1	A	6,504,938	266,738	6,771,676
b.	Interconnection pipe between pre-settling tanks, a cascade aerator and flash mixing tanks including pipes, fittings and specials	I.s.	1	P	41,715	1,711	43,426
c.	Interconnection between flash mixing tanks and flocculation tanks including pipes, fittings and specials	I.s.	1	L	41,715	1,711	43,426
d.	Interconnection between plate or tube setting tanks and filters including pipes, fittings and specials	I.s.	1	I	0	0	0
e.	Interconnection between filters and clear water reservoir including pipes, fittings and specials	I.s.	1	C	0	0	0
f.	Clear Water Transmission Main 1500mm MS pipe from CW pumping station to WTP boundary including pipes, valves (controller), fittings and specials	I.s.	1	A	69,525	2,851	72,376
g.	Sludge drain between plate or tube settling tanks and SB tanks including pipes, fittings and specials	I.s.	1	B	34,763	1,426	36,189
h.	Filter wash drain between filters and WBW holding tanks including pipes, fittings and specials	I.s.	1	L	34,763	1,426	36,189
i.	Interconnecting pipes between SB tanks, sludge thickeners, sludge extraction pump house and sludge dewatering building and recycling water transfer pipe including pipes, valves, fittings and specials	I.s.	1	E	13,905	571	14,476
j.	Plant water supply for portable water, utility water, irrigation use, etc including pipes, valves, fittings and specials within WTP site	I.s.	1		6,953	286	7,239
k.	Plant drain from WBW holding tanks to Brahmaputra Rive including pipes, valves, fittings and specials	I.s.	1		0	0	0
	Subtotal of Item IV.B-2.1.18				6,748,277	276,720	7,024,997
IV.B-2.1.19	Any other items and sub-items not specified in the above but required to complete works				0	0	0

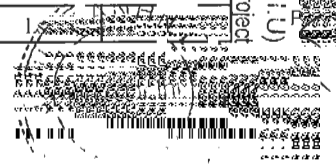
Project Implementation Unit (P.I.U)
 IICA Funded Gurgaon Water Supply Project
 Project Director



Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
	Subtotal of Item IV.B-2.1			T	15,222,613	624,215	15,846,828
				A			
IV.B-2.2	Electrical Works			P			
IV.B-2.2.1	Power substation-3.3 kV Indoor switchboard	l.s.	1	P	295,478	12,115	307,593
IV.B-2.2.2	3.3kV/0.415kV Power transformers with neutral grounding	l.s.	1	P	198,144	8,124	206,268
IV.B-2.2.3	415 V indoor switchboard / MCC and Main PCC	l.s.	1	L	34,763	1,426	36,189
IV.B-2.2.4	415 V Diesel Generator set with control panel, silencer, fuel tanks, fuel transfer pumps, piping, etc.	l.s.	1	I	2,085,723	85,515	2,171,238
IV.B-2.2.5	LV PCCs and Distribution Boards / MCCs at location proposed in WTP with capacitors	l.s.	1	C	104,287	4,276	108,563
IV.B-2.2.6	FCMA Neutral Soft Starter for CW pumps	l.s.	1	A	31,286	1,283	32,569
IV.B-2.2.7	LV cabling including trays, trenches, conduits, etc	l.s.	1	B	38,239	1,568	39,807
IV.B-2.2.8	Indoor lighting system in civil structures and buildings including lighting fixtures, cables, trays, ducts, conduits, etc.	l.s.	1	L	52,144	2,138	54,282
IV.B-2.2.9	Emergency lighting system in Civil structures and buildings including lighting fixtures, cables, trays, ducts, conduit, etc.	l.s.	1	E	5,949	244	6,193
IV.B-2.2.10	Outdoor lighting system including electric panels, lighting fixtures, poles, cables, trenches, conduits, etc.	l.s.	1		27,810	1,141	28,951
IV.B-2.2.11	Earthing / Lightening Protection systems at civil structures and buildings	l.s.	1		52,144	2,138	54,282
IV.B-2.2.12	110 V Ni-Cd batteries including battery chargers and distribution panels	l.s.	1		63,963	2,623	66,586
IV.B-2.2.13	Any other items not specified in the above but required to complete works	l.s.	1		139,049	5,702	144,751
	Subtotal of IV-B-2.2				3,128,979	128,293	3,257,272
IV.B-2.3	Instrumentation and Control Works						
IV.B-2.3.1	PC based SCADA system for remote monitoring and control at central control room in the Administration building including three sets of Laptop computers (min processor, back-up and engineering workstation) with software and hardware, UPS, color monitor, printer, any other ancillary equipment complete	l.s.	1		458,860	18,814	477,674
IV.B-2.3.2	24 V DC power supply system for monitoring and control	l.s.	1		17,382	713	18,095
IV.B-2.3.3	Instrument control panels at specified locations including PLC/ICP with software and hardware with complete ancillary equipment	l.s.	1		69,525	2,851	72,376
IV.B-2.3.4	Electromagnetic flow meters on other flow measuring specified	l.s.	1		18,077	742	18,819
IV.B-2.3.5	EPABX systems with accessories	l.s.	1		3,168	130	3,298
IV.B-2.3.14	CCTV monitoring system	l.s.	1		3,477	143	3,620
IV.B-2.3.6	Walky-Talkies for local communication	l.s.	1		1,391	58	1,449

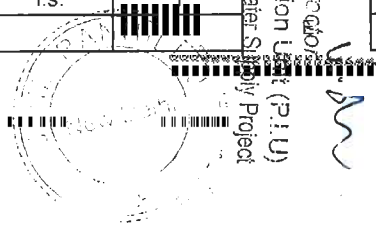
Project Implementation Unit (P.I.U.)
 JICA Funded Guwahati Water Supply Project



Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
IV.B-2.3.7	Instrumentation and control cables including trays, ducts, conduit, etc.	l.s.	1	L	22,943	941	23,884
IV.B-2.3.8	Annubar/thermal dispersion type flow meter on BWA header	l.s.	1	I	2,781	115	2,896
IV.B-2.3.9	Water level meters (Rader type and Ultrasonic type), level switches (conductivity type) as specified	l.s.	1	C	66,744	2,737	69,481
IV.B-2.3.10	Temperature scanner for pumps and switches for specified locations	l.s.	1	A	32,059	1,315	33,374
IV.B-2.3.11	Pressure meters and switches for pump header and BWA header	l.s.	1	B	16,918	694	17,612
IV.B-2.3.12	Flow switches for pumps	l.s.	1	L	5,253	216	5,469
IV.B-2.3.13	Differential pressure measuring system for each filter	l.s.	1	E	12,515	514	13,029
IV.B-2.3.14	Potable meters for temperature, sound level and vibration level	l.s.	1		17,382	713	18,095
IV.B-2.3.15	Any other items not specified in the above but required to complete works	l.s.	1		62,572	2,566	65,138
	Subtotal of Item IV.B-2.3				811,047	33,262	844,309
	Total of IV.B-2				19,162,639	785,770	19,948,409
IV.B-3	Clear Water Reservoir and Pumping Station						
IV.B-3.1	Mechanical Works						
IV.B-3.1.1	Vertical Turbine Pumps and Motors	l.s.	1	N	1,042,862	42,758	1,085,620
IV.B-3.1.2	Valves on pump discharge pipes including check valves, butterfly valves (motorized), sluice valves (manual), other ancillary valves	l.s.	1	O	486,669	19,954	506,623
IV.B-3.1.3	Pipes, fittings and specials of column and discharge pipes with necessary protection against thrust force	l.s.	1	T	13,905	571	14,476
IV.B-3.1.4	Pipes, fittings and specials of discharge header (up to outlet of pump room) with necessary protection against thrust force	l.s.	1	A	139,049	5,702	144,751
IV.B-3.1.5	Inlet and outlet gates or valves (manual) of reservoirs	l.s.	1	P	34,763	1,426	36,189
IV.B-3.1.6	Sluice gate with manual floor operator on partition wall of pump sump well	l.s.	1	P	159,906	6,557	166,463
IV.B-3.1.7	EOT Crane with accessories	l.s.	1	L	173,811	7,127	180,938
IV.B-3.1.8	Sump drain pumps with piping	l.s.	1	I	6,953	286	7,239
IV.B-3.1.9	Inlet pipes, drain pipes, overflow pipes of reservoir with fittings and specials up to outer wall of reservoirs or valve chambers	l.s.	1	C	13,905	571	14,476
IV.B-3.1.10	Dewatering pumps with piping	l.s.	1		6,953	286	7,239
IV.B-3.1.11	Metal works including step irons, steel ladders, ventilation vents, manholes/hatches, etc.	l.s.	1		6,953	286	7,239
IV.B-3.1.12	Air conditioning, ventilation, fire extinguishers, etc.	l.s.	1		3,477	143	3,620
IV.B-3.1.13	Any other items not specified in the above but required to complete works				0	0	0

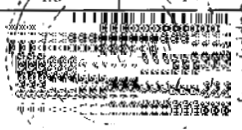
JICA Funded Guwahati Water Supply Project
 Project Implementation Unit (P.I.U)
 Project Director



Schedule IV: INSTALLATION AND OTHER SERVICES

Item	Description	unit	Quantity	Foreign Currency (a)	Local Currency (INR)		
					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
	Subtotal of Item IV.B-3.1				2,089,206	85,667	2,174,873
IV.B-3.2	Electrical Works						
IV.B-3.2.1	Power substation-33 kV outdoor switchyard and Indoor switchboard	I.s.	1		208,573	8,552	217,125
IV.B-3.2.2	33kV/3.3kV Power transformers with neutral grounding	I.s.	1		417,145	17,103	434,248
IV.B-3.2.3	Indoor switchboard / MCC and Main PCC	I.s.	1		38,239	1,568	39,807
IV.B-3.2.4	Diesel Generator set with control panel, silencer, fuel tanks, fuel transfer pumps, piping, etc.	I.s.	1		2,224,772	91,216	2,315,988
IV.B-3.2.5	LV/MV PCCs and Distribution Boards / MCCs at location proposed in WTP with capacitors	I.s.	1		100,810	4,134	104,944
IV.B-3.2.6	FCMA Neutral Soft Starter for CW pumps	I.s.	1	N	181,458	7,440	188,898
IV.B-3.2.7	LV/MV cabling including trays, trenches, conduits, etc	I.s.	1	O	15,296	628	15,924
IV.B-3.2.8	Indoor lighting system in civil structures and buildings including lighting fixtures, cables, trays, ducts, conduits, etc.	I.s.	1	T	17,382	713	18,095
IV.B-3.2.9	Emergency lighting system in Civil structures and buildings including lighting fixtures, cables, trays, ducts, conduit, etc.	I.s.	1		5,949	244	6,193
IV.B-3.2.10	Outdoor lighting system including electric panels, lighting fixtures, poles, cables, trenches, conduits, etc.	I.s.	1	A	14,601	599	15,200
IV.B-3.2.11	Earthing / Lightning Protection systems at civil structures and buildings	I.s.	1	P	20,858	856	21,714
IV.B-3.2.12	110 V Ni-Cd batteries including battery chargers and distribution panels	I.s.	1	P	63,963	2,623	66,586
IV.B-3.2.13	Any other items not specified in the above but required to complete works	I.s.	1	L	139,049	5,702	144,751
	Subtotal of Item IV.B-3.2			I	3,448,095	141,378	3,589,473
				C			
IV.B-3.3	Instrumentation and Control Works			A			
IV.B-3.3.1	Flow meters for clear water transmission (electromagnetic), filtered water (electromagnetic) and CW transmission (electromagnetic) with necessary measuring, transmit and integrator.	I.s.	1	B	19,467	799	20,266
IV.B-3.3.2	Electromagnetic flow meters on other flow measuring specified	I.s.	1		13,596	558	14,154
IV.B-3.3.3	Annubar/thermal dispersion type flow meter on BWA header	I.s.	1		2,781	115	2,896
IV.B-3.3.4	Water level meters (Rader type and Ultrasonic type), level switches (conductivity type) as specified	I.s.	1		10,429	428	10,857
IV.B-3.3.5	Temperature scanner for CW pumps and switches for specified locations	I.s.	1		8,343	343	8,686
IV.B-3.3.6	Pressure meters and switches for CW pump header and BWA header	I.s.	1		5,562	229	5,791
IV.B-3.3.7	Flow switches for CW pumps	I.s.	1		5,253	216	5,469
IV.B-3.3.8	Differential pressure measuring system for each filter	I.s.	1		0	0	0

JICA Funded Guwahati Water Supply Project
 Director
 Water Supply Unit (P.I.U)

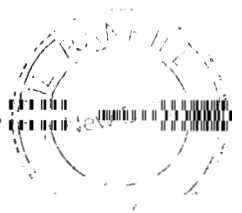
Schedule IV: INSTALLATION AND OTHER SERVICES

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					Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Total Amount including all taxes and other levies payable etc.
1	2	3	4	5	6	7	(8) = (6) + (7)
IV.B-3.3.9	Portable meters for temperature, sound level and vibration level	l.s.	1	O	17,382	713	18,095
IV.B-3.3.10	CCTV monitoring system	l.s.	1	T	3,477	143	3,620
IV.B-3.3.11	Walky-Talkies for local communication	l.s.	1		696	29	725
IV.B-3.3.12	Instrumentation and control cables including trays, ducts, conduit, etc.	l.s.	1	A	6,953	286	7,239
IV.B-3.3.13	Instrumentation panel (indoor)	l.s.	1	P	20,858	856	21,714
IV.B-3.3.14	Any other items not specified in the above but required to complete works	l.s.	1	P	0	0	0
	Subtotal of Item IV.B-3.3			L	114,797	4,715	119,512
				I			
	Total of Item II.B-3			C	5,652,098	231,760	5,883,858
				A			
IV-4	Trial Run and Pre-commissioning of Components Specified and Entire System	l.s.	1	B	1,000,000	41,000	1,041,000
				L			
IV-5	Commissioning Test of Entire System	l.s.	1	E	500,000	20,500	520,500
	Total of Schedule IV			Not applicable	1,500,000	61,500	1,561,500
	(Carry over to Grand Summary, Schedule VIII)				29,084,128	1,194,054	30,278,182

Notes:

- (a) Currencies shall be in accordance with the Instruction to Bidders. Bidder shall specify currency.
- (b) INR: Indian Rupees

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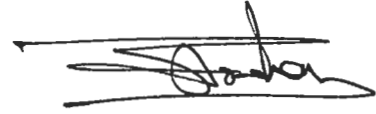


Schedule V: CIVIL WORKS

Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including <i>Local transport, transit insurance, etc.</i>	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
V	Civil Works					
V-1	Intake Structure and Raw Water Pump Station					
V-1.1	Initial Site Development Works					
IV-1.1.1	Site Embankment including tripping of soil, filling and compaction, transportation of soil, disposal of unused/excess excavated materials and dewatering as required	I.s.	1	31,003,197	1,272,903	32,276,100
IV-1.1.2	Construction of retaining walls	I.s.	1	8,612,332	353,584	8,965,916
IV-1.1.3	Temporary fencing around premises of the intake site	I.s.	1	4,306,166	176,793	4,482,959
	Subtotal of Item V-1.1			43,921,695	1,803,280	45,724,975
V-1.2	Civil Structures and Buildings					
V-1.2.1	Construction of Intake RCC Wells (up to Motor Floor) and any other works incidental to complete	I.s.	1	51,671,993	2,121,502	53,793,495
V-1.2.2	Construction of RCC Raw Water Pumping Station, including structural and architectural components with partition walls, finishing, doors and windows, water supply and drainage as specified, and any ancillary works to complete	I.s.	1	28,420,096	1,166,826	29,586,922
V-1.2.3	Construction of Access Bridge including abutment, piers and bridge including foundation works, erection and installation of steel truss structure, painting and finishing and any other works incidental to complete	I.s.	1	36,600,913	1,502,731	38,103,644
V-1.2.6	Site Works					
a.	Construction of access road (net width 3.75 m) with side curb, drain gutter, cross drains as require, parking area, walkway/access to buildings	I.s.	1	6,029,232	247,509	6,276,741
b.	Utility water supply	I.s.	1	1,723,066	70,717	1,793,783
c.	Construction of guard house	I.s.	1	862,032	35,359	897,391

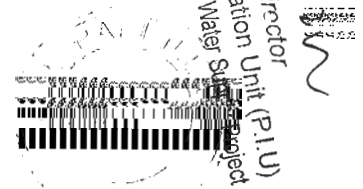
Project Director
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 JICA Funded Guwahati Water Supply Project





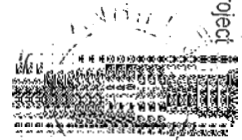
Schedule V: CIVIL WORKS

Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
d.	Landscaping including planting, grassing and slope protection with grasses	l.s.	1	1,292,549	53,038	1,345,587
e.	Final clean-up of all premises of the intake site	l.s.	1	2,153,585	88,399	2,241,984
	Subtotal of Item V-1.2.6			12,060,464	495,022	12,555,486
V-1.2.7	Any other items and sub-items not specified in the above but required to complete works	l.s.	1	0	0	0
	Subtotal of Item IV-1.2			128,753,466	5,286,081	134,039,547
	Total of Item V-1			172,675,161	7,089,361	179,764,522
V-2	Water Treatment Plant					
V-2.1	Initial Site Development Works					
V-2.1.1	Demolition of the Existing Structures	l.s.	1	1,723,066	70,717	1,793,783
V-2.1.2	Initial Works					
a.	Excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock, hard rock without blasting	l.s.	1	1,292,549	53,038	1,345,587
b.	Construction of retaining walls (RCC)	l.s.	1	6,029,232	247,509	6,276,741
c.	Construction of retaining walls (stone masonry)	l.s.	1	2,584,099	106,076	2,690,175
	Subtotal of Item V-2.1.2			9,905,880	406,623	10,312,503
IV-2.1.3	Construction of temporary fencing surrounding premises of WTP site including the clear water reservoir	l.s.	1	1,292,549	53,038	1,345,587
IV-2.1.4	Any other items not specified in the above but required to complete works	l.s.	1	0	0	0
	Subtotal of Item V-2.1			12,921,495	530,378	13,451,873



Schedule V: CIVIL WORKS

Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
V-2.2	Construction of Civil Structures and Buildings					
V-2.2.1	Construction of Pre-settling Tanks					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	1,723,066	70,717	1,793,783
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	I.s.	1	2,584,099	106,075	2,690,174
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	I.s.	1	4,306,166	176,793	4,482,959
d.	Supply, erection and installation of reinforcing bars	I.s.	1	4,306,166	176,793	4,482,959
e.	Other item not specified above by required to complete works	I.s.	1	0	0	0
	Subtotal of Item IV-2.2.1			12,919,497	530,378	13,449,875
V-2.2.2	Construction of Cascade Aerator					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	1,723,066	70,717	1,793,783
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	I.s.	1	2,584,099	106,076	2,690,175
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	I.s.	1	4,306,166	176,793	4,482,959

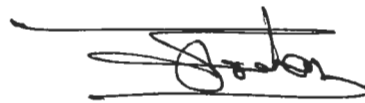
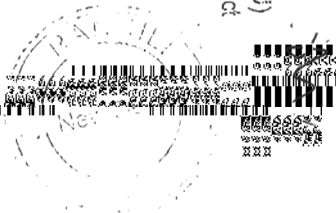


Project Implementation Unit
 JICA Funded Guwahati Water Supply Project

Schedule V: CIVIL WORKS

Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
	d. Supply, erection and installation of reinforcing bars	I.s.	1	3,445,133	141,434	3,586,567
	e. Other item not specified above by required to complete works	I.s.	1	0	0	0
	Subtotal of Item IV-2.2.2			12,058,464	495,020	12,553,484
V-2.2.3	Construction of Flash Mixing Tanks					
	a. Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	431,516	17,680	449,196
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
	b. Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	I.s.	1	431,516	17,680	449,196
	c. RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	I.s.	1	862,032	35,359	897,391
	d. Supply, erection and installation of reinforcing bars	I.s.	1	862,032	35,359	897,391
	e. Other item not specified above by required to complete works	I.s.	1	0	0	0
	Subtotal of Item IV-2.2.3			2,587,096	106,078	2,693,174
V-2.2.4	Flocculation Tanks					
	a. Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	3,445,132	141,434	3,586,566
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					

Project for
 JICA Funded Guwahati Water Supply Project
 Construction Unit (C-1)

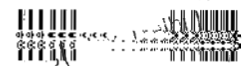
Schedule V: CIVIL WORKS

Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including <i>Local transport, transit insurance, etc.</i>	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	l.s.	1	4,306,166	176,792	4,482,958
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	l.s.	1	15,501,599	636,452	16,138,051
d.	Supply, erection and installation of reinforcing bars	l.s.	1	15,501,599	636,452	16,138,051
e.	Other item not specified above by required to complete works	l.s.	1	0	0	0
	Subtotal of Item IV-2.2.4			38,754,496	1,591,130	40,345,626
V-2.2.5	Plate or Tube Settling Tanks					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	l.s.	1	8,612,332	353,584	8,965,916
	Structural backfilling with selected materials and compaction	l.s.	1			
	Foundation with granular materials	l.s.	1			
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	l.s.	1	8,612,332	353,584	8,965,916
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	l.s.	1	17,224,664	707,168	17,931,832
d.	Supply, erection and installation of reinforcing bars	l.s.	1	17,224,665	707,168	17,931,833
e.	Other item not specified above by required to complete works	l.s.	1	0	0	0
	Subtotal of Item V-2.2.5			51,673,993	2,121,504	53,795,497

Project Imp. (U)
 JICA Funded Guwahati Water Supply Project



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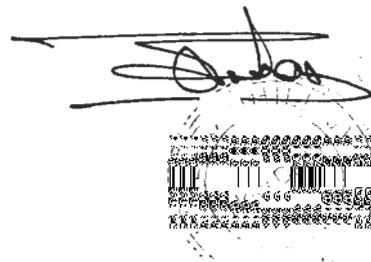
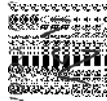


Schedule V: CIVIL WORKS

Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
IV-2.2.6	Filters and Operation Gallery					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	12,918,498	530,376	13,448,874
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	I.s.	1	17,224,664	707,168	17,931,832
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	I.s.	1	25,835,997	1,060,752	26,896,749
d.	Supply, erection and installation of reinforcing bars	I.s.	1	25,835,998	1,060,752	26,896,750
e.	Construction of Operation Gallery on top slab of the pipe gallery including structural and architectural components with finishing, doors and windows, drains as specified and any other ancillary works incidental to complete	I.s.	1	Included	Included	Included
f.	Other item not specified above by required to complete works	I.s.	1	0	0	0
	Subtotal of Item V-2.2.6			81,815,157	3,359,048	85,174,205
V-2.2.7	Electrical and Control House of Settling Tanks					
	Construction of Electrical and Control House of settling tanks including all earth works, structural and architectural components with finishing, doors and windows, and drain as specified and any other works incidental to complete	I.s.	1	6,029,232	247,510	6,276,742

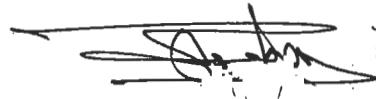
Project Implementation Unit (P.I.U)
 JICA Funded Guwahati Water Supply Project

Project



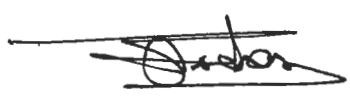
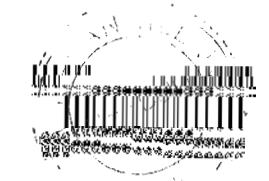
Schedule V: CIVIL WORKS						
Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
V-2.2.8	Filter House Construction of Filter House including all earth works, structural and architectural components with finishing, doors and windows, and drain as specified and any other works incidental to complete			8,612,332	353,584	8,965,916
V-2.2.9	Chemical House Construction of Chemical House including all earth works, structural and architectural components with partition walls, finishing, doors and windows, water supply and drainage as specified and any other works incidental to complete	I.S.	1	10,764,916	441,980	11,206,896
V-2.2.10	Chlorine Building Construction of Chlorine Building including all earth works, structural and architectural components with partition walls, finishing, doors and windows, water supply and drainage as specified and any other works incidental to complete	I.S.	1	6,029,232	247,510	6,276,742
V-2.2.11	Administration Building (with Laboratory)					
	a. Construction of Administration Building including all earth works, structural and architectural components with partition walls, finishing, doors and windows, water supply and drainage as specified and any other works incidental to complete	I.S.	1	10,764,916	441,980	11,206,896
	b. Installation of Laboratory Cabinet and Furnishing	I.S.	1	2,153,582	88,397	2,241,979
	Subtotal of item V-2.2.11			12,918,498	530,377	13,448,875

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Schedule V: CIVIL WORKS

Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
V-2.2.12	Maintenance Building					
	Construction of Maintenance Building including all earth works, structural and architectural components with partition walls, finishing, doors and windows, water supply and drainage as specified and any other works incidental to complete	I.s.	1	4,306,166	176,793	4,482,959
V-2.1.13	Switchgear House (at Power Substation)					
	Construction of Switchgear House at power substation including all earth works, structural and architectural components with partition walls, finishing, doors and windows, and any other works incidental to complete	I.s.	1	5,167,200	212,150	5,379,350
V-2.1.14	Diesel Generator House					
	Construction of Diesel Generator House including all earth works, structural and architectural components with partition walls, finishing, doors and windows, and any other works incidental to complete	I.s.	1	3,445,133	141,434	3,586,567
V-2.1.15	Waste Backwash Water (WBW) Holding Tank					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	862,032	35,359	897,391
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	I.s.	1	1,292,549	53,038	1,345,587
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	I.s.	1	1,723,066	70,717	1,793,783
d.	Supply, erection and installation of reinforcing bars	I.s.	1	1,723,066	70,717	1,793,783

Project Director
 Project Implementation Unit (P.I.U.)
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Schedule V: CIVIL WORKS

Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
e.	Other item not specified above by required to complete works	I.s.	1	0	0	0
	Subtotal of Item V.2-2.15			5,600,713	229,831	5,830,544
V-2.2.16	Sludge Buffer (SB) Tank					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	3,445,133	141,434	3,586,567
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	I.s.	1	3,445,133	141,434	3,586,567
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	I.s.	1	6,029,231	247,509	6,276,740
d.	Supply, erection and installation of reinforcing bars	I.s.	1	6,029,232	247,510	6,276,742
e.	Other item not specified above by required to complete works	I.s.	1	0	0	0
	Subtotal of Item IV-.2.2.16			18,948,729	777,887	19,726,616
V-2.2.17	Sludge Thickener					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	1,723,066	70,717	1,793,783
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	I.s.	1	2,584,099	106,076	2,690,175
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	I.s.	1	3,445,133	141,433	3,586,566
d.	Supply, erection and installation of reinforcing bars	I.s.	1	2,584,099	106,076	2,690,175
e.	Other item not specified above by required to complete works	I.s.	1	0	0	0
	Subtotal of Item V-2.2.17			10,336,397	424,302	10,760,699

Project Director
 Project Implementation Unit (P.I.U)
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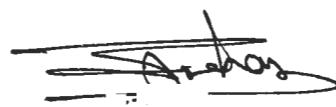
Schedule V: CIVIL WORKS

Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including <i>Local transport, transit insurance, etc.</i>	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
V-2.1.18	Thickened Sludge Extraction Pump House					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	1,723,065	70,716	1,793,781
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	I.s.	1	1,723,066	70,717	1,793,783
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	I.s.	1	3,445,133	141,434	3,586,567
d.	Supply, erection and installation of reinforcing bars	I.s.	1	3,445,133	141,434	3,586,567
e.	Other item not specified above by required to complete works	I.s.	1	0	0	0
	Subtotal of Item V-2.1.18			10,336,397	424,301	10,760,698
V-2.2.19	Sludge Extraction Pump House					
	Construction of Sludge Extraction Pump House including all earth works, structural and architectural components with partition walls, finishing, doors and windows, water supply and drainage as specified and any other works incidental to complete			3,014,616	123,755	3,138,371
V-2.2.20	Sludge Dewatering Building					
	Construction of Sludge Dewatering Building including all earth works, structural and architectural components with partition walls, finishing, doors and windows, water supply and drainage as specified and any other works incidental to complete	I.s.	1	3,875,649	159,114	4,034,763
V-2.2.21	Recycling Water Sump					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	I.s.	1	157,754	7,072	164,826
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	I.s.	1	258,709	10,606	269,315

Project Director
 Project Implementation Unit (P.I.U.)
 CA Funded Guwahati Water Supply Proje

Schedule V: CIVIL WORKS



Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	I.s.	1	431,516	17,681	449,197
d.	Supply, erection and installation of reinforcing bars	I.s.	1	431,516	17,681	449,197
e.	Other item not specified above by required to complete works	I.s.	1	0	0	0
	Subtotal of Item V-2.2.20			1,279,495	53,040	1,332,535
V-2.2.22	Construction of Dewatered Sludge Cake Storage Yard					
	Construction of Sludge Cake Yard including earth works, foundation works, placing concrete base slab, roofing with columns and beams with approved materials, drainage and any other works incidental to complete	I.s.	1	2,153,582	88,397	2,241,979
V-2.2.23	Construction of Dewatered Sludge Cake Disposal Site					
	Construction of Sludge Cake Disposal Site including all earth works of cutting, filling, embankment and compaction, road construction (WBR), drainage, boundary fencing, an entrance gate, planting of peripheral of the site, grassing and any other works incidental to complete	I.s.	1	2,153,582	88,397	2,241,979
V-2.2.24	Site Work and Landscaping of WTP Site including Clear Water Reservoir Site					
a.	Road Construction including service road with side curb and drain gutter/ cross drains, parking areas, walkway/access to civil structures and buildings, etc.	I.s.	1	6,029,232	247,510	6,276,742
b.	Plant Water Supply Network for portable water, utility water, irrigation, firefighting and miscellaneous use including tapping work, trench works, installation of pipes, valves with chambers, fittings and specials and any other works incidental to complete	I.s.	1	862,032	35,359	897,391
c.	Drainage and Sanitation Facilities including earth works, supply and installation of pipes, fittings and specials, manholes, septic tanks and any other works incidental to complete	I.s.	1	2,153,583	88,397	2,241,980
d.	Supply and installation of Boundary Walls and Entrance gates including earth works, concrete works, metal works and any other works incidental to complete	I.s.	1	6,459,749	265,188	6,724,937
e.	Construction of Guard Houses including earth works, structural and architectural components with finishing, doors and windows, water supply and drain specified and any other works incidental to complete	I.s.	1	2,153,582	88,397	2,241,979
f.	Landscaping including supply and installation of planting, grassing, slope protection with grasses, gardening and any other works incidental to complete	I.s.	1	2,584,099	106,076	2,690,175




Project Director
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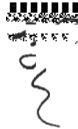


Schedule V: CIVIL WORKS						
Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
g.	Final clean-up of all premises of WTP site	l.s.	1	1,292,547	53,038	1,345,585
	Subtotal of Item V-2.2.24			21,534,824	883,965	22,418,789
V-2.2.25	Any other items and sub-items not specified in the above but required to complete works	l.s.	1	0	0	0
	Subtotal of Item IV-2.2			336,315,396	13,807,485	350,122,881
V-2.3	Shifting and relocation of utilities					
V-2.3.1	Underground utilities	l.s.	1	1,292,549	53,038	1,345,587
V-2.3.2	Aboveground utilities	l.s.	1	862,032	35,357	897,389
	Subtotal of Item IV-2.3			2,154,581	88,395	2,242,976
	Total of V-2			351,391,472	14,426,258	365,817,730
V-3	Clear Water Reservoir and Pump House					
V-3.1	Construction of Reservoir					
a.	Structural excavation with disposal of unused/excess excavated materials including ordinal soil, soft rock and hard rock without blasting	l.s.	1	12,918,498	530,376	13,448,874
	Structural backfilling with selected materials and compaction					
	Foundation with granular materials					
b.	Non-structural concrete (PCC) such as foundation, filling, slope, grouting, other miscellaneous purposes	l.s.	1	12,918,498	530,376	13,448,874
c.	RCC structural concrete works including concrete placing, shuttering, jointing, water stop installation, finishing of concrete surface and any other ancillary works incidental foundation	l.s.	1	17,224,664	707,167	17,931,831



 Project Director
 Project Implementation Unit (PIU)
 JICA Funder Guwahati Water Supply Project

Schedule V: CIVIL WORKS						
Schedule/ Item No.	Description	unit	Quantity	Local Currency (INR)		
				Amount including <i>Local transport, transit insurance, etc.</i>	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) + (6)
d.	Supply, erection and installation of reinforcing bars	I.s.	1	17,224,664	707,168	17,931,832
	Subtotal of Item V-3.1			0	0	0
				60,286,324	2,475,087	62,761,411
V-3.2	Construction of Pump House					
	Construction of Pump House and electrical/control rooms on top slab of reservoir/pump suction well including structural and architectural components with partition walls, finishing, doors and windows specified and any other works incidental to complete	I.s.	1	25,835,998	1,060,752	26,896,750
V-3.2	Any other items not specified in the above but required to complete works			0	0	0
	Total of Item V-3			86,122,322	3,535,839	89,658,161
V-4	Interception and Diversion of Drain					
V-4.1	Construction of Interception Manhole with overflow arrangement, diversion of drain, disposal to river.	I.s.	1	1,292,549	53,038	1,345,587
V-4.2	Any other items not specified in the above but required to complete works	I.s.	1	0	0	0
	Total of Item V-4			1,292,549	53,038	1,345,587
Total of Schedule V				611,481,504	25,104,496	636,586,000
(Carry over to Grand Summary, Schedule VIII)						

Project Director
 Project Implementation Unit (P.I.U)
 JICA Funded Guwahati Water Supply Project



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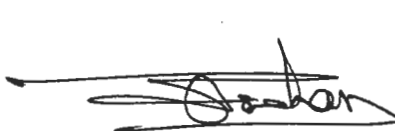
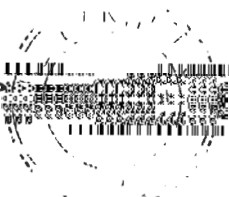


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Schedule VII: OPERATION AND MAINTENANCE

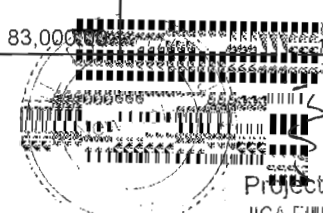
Item	Description	Unit	Quantity	Local Currency (INR)				
				Basic Rate	Amount (including local transport, transit, insurance, etc).	Rate all taxes and other levies payable etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	(6) = (4) x (5)	7	(8) = (6) x (7)	(9) = (6) + (8)
VII	Operation and Maintenance							
VII-1	For Year 1 of O & M							
	(Estimated Production Capacity for Year 1)							
VII-1.1	Preparation Work							
	Deployment of personnel, equipment for O&M activities and testing equipment, including its spare parts (Other than supplied under Design and Construction Contract)	I.s.	1	6,108,000.00	6,108,000.00	-	-	6,108,000.00
VII-1.2	Operation and Maintenance for Water Production							
a.	Personnel cost	month	12	300,000.00	3,600,000.00	-	-	3,600,000.00
b.	Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-
c.	Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	50,000.00	600,000.00	-	-	600,000.00
d.	Testing, recording, reporting and any other documentations (other than personnel)	month	12	25,000.00	300,000.00	-	-	300,000.00
e.	Vehicles including purchasing and its maintenance	month	12	10,000.00	120,000.00	-	-	120,000.00
	Subtotal of Item VII-1.2				4,620,000.00	-	-	4,620,000.00
VII-1.3	Operation and Maintenance for sludge handling and disposal							
a.	Personnel cost	month	12	90,000.00	1,080,000.00	-	-	1,080,000.00
b.	Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-
c.	Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	50,000.00	600,000.00	-	-	600,000.00

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 Project Director
 Project Implementation Unit (P.I.U.)
 JICA Funded Guwahati Water Supply Project

Schedule VII: OPERATION AND MAINTENANCE

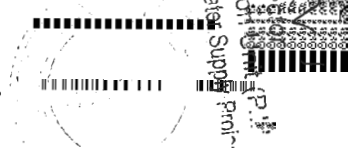
Item	Description	Unit	Quantity	Local Currency (INR)				
				Basic Rate	Amount (including local transport, transit, insurance, etc.)	Rate all taxes and other levies payable etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	(6) = (4) x (5)	7	(8) = (6) x (7)	(9) = (6) + (8)
d.	Testing, recording, reporting and any other documentations (other than personnel)	month	12	-	-	-	-	-
	Subtotal Item of VII-1.3				1,680,000.00	-	-	1,680,000.00
VII-1.4	Any other items and items not specified in the above but required to fulfill O & M operational requirement	month	12	-	-	-	-	-
	Subtotal of Item VII-1				12,408,000.00	-	-	12,408,000.00
VII-2	For Year 2 of O & M							
	(Estimated Production Capacity of Year 2)							
VII-2.1	Operation and Maintenance for Water Production		1	9,984,000.00	9,984,000.00	-	-	9,984,000.00
a.	Personnel cost	month	12	495,000.00	5,940,000.00	-	-	5,940,000.00
b.	Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-
c.	Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	83,000.00	996,000.00	-	-	996,000.00
d.	Testing, recording, reporting and any other documentations (other than personnel)	month	12	42,000.00	504,000.00	-	-	504,000.00
e.	Vehicles including purchasing and its maintenance	month	12	17,000.00	204,000.00	-	-	204,000.00
	Subtotal of Item VII-2.1				17,628,000.00	-	-	17,628,000.00
VII-2.2	Operation and Maintenance for sludge handling and disposal							
a.	Personnel cost	month	12	149,000.00	1,788,000.00	-	-	1,788,000.00
b.	Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-
c.	Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	83,000.00	996,000.00	-	-	996,000.00

Schedule VII: OPERATION AND MAINTENANCE

Item	Description	Unit	Quantity	Local Currency (INR)				
				Basic Rate	Amount (including local transport, transit, insurance, etc).	Rate all taxes and other levies payable etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	(6) = (4) x (5)	7	(8) = (6) x (7)	(9) = (6) + (8)
	d. Testing, recording, reporting and any other documentations (other than personnel)	month	12	-	-	-	-	-
	Subtotal Item of VII-2.2				2,784,000.00	-	-	2,784,000.00
VII-2.3	Other items and sub items not specified in the above but required to fulfill O & M operational requirement			-	-	-	-	-
	Subtotal of Item VII-2				20,412,000.00	-	-	20,412,000.00
VII-3	For Year 3 of O & M							
	(Estimated Production Capacity for Year 3)							
VII-3.1	Operation and Maintenance for Water Production		1	10,620,000.00	10,620,000.00	-	-	10,620,000.00
	a. Personnel cost	month	12	530,000.00	6,360,000.00	-	-	6,360,000.00
	b. Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-
	c. Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	89,000.00	1,068,000.00	-	-	1,068,000.00
	d. Testing, recording, reporting and any other documentations (other than personnel)	month	12	45,000.00	540,000.00	-	-	540,000.00
	e. Vehicles including purchasing and its maintenance	month	12	19,000.00	228,000.00	-	-	228,000.00
	Subtotal of Item VII-3.1				18,816,000.00	-	-	18,816,000.00
VII-3.2	Operation and Maintenance for sludge handling and disposal							
	a. Personnel cost	month	12	160,000.00	1,920,000.00	-	-	1,920,000.00
	b. Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-

Project Implementation Unit
 JICA Funded Guwahati Water Supply Project



Schedule VII: OPERATION AND MAINTENANCE

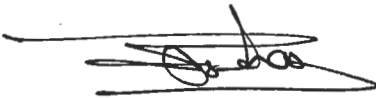
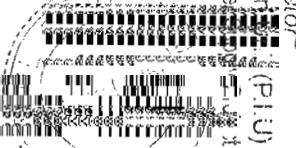
Item	Description	Unit	Quantity	Local Currency (INR)				
				Basic Rate	Amount (including local transport, transit, insurance, etc).	Rate all taxes and other levies payable etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	(6) = (4) x (5)	7	(8) = (6) x (7)	(9) = (6) + (8)
	c. Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	89,000.00	1,068,000.00	-	-	1,068,000.00
	d. Testing, recording, reporting and any other documentations (other than personnel)	month	12	-	-	-	-	-
	Subtotal Item of VII-3.2				2,988,000.00	-	-	2,988,000.00
VII-3.3	Other items not specified in the above but required to fulfill O & M operational requirement	month	12	-	-	-	-	-
	Subtotal of Item VII-3				21,804,000.00	-	-	21,804,000.00
VII-4	For Year 4 of O & M							
	(Estimated Production Capacity for Year 4)							
VII-4.1	Operation and Maintenance for Water Production		1	11,340,000.00	11,340,000.00	-	-	11,340,000.00
	a. Personnel cost	month	12	565,000.00	6,780,000.00	-	-	6,780,000.00
	b. Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-
	c. Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	95,000.00	1,140,000.00	-	-	1,140,000.00
	d. Testing, recording, reporting and any other documentations (other than personnel)	month	12	48,000.00	576,000.00	-	-	576,000.00
	e. Vehicles including purchasing and its maintenance	month	12	21,000.00	252,000.00	-	-	252,000.00
	Subtotal of Item VII-4.1				20,088,000.00	-	-	20,088,000.00
VII-4.2	Operation and Maintenance for sludge handling and disposal							
	a. Personnel cost	month	12	171,000.00	2,052,000.00	-	-	2,052,000.00
	b. Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-

Project Director
 Project Implementation Unit (P.I.U)
 JICA Funded Guwahati Water Supply Project

Schedule VII: OPERATION AND MAINTENANCE

Item	Description	Unit	Quantity	Local Currency (INR)				
				Basic Rate	Amount (including local transport, transit, insurance, etc).	Rate all taxes and other levies payable etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	(6) = (4) x (5)	7	(8) = (6) x (7)	(9) = (6) + (8)
c.	Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	95,000.00	1,140,000.00	-	-	1,140,000.00
d.	Testing, recording, reporting and any other documentations (other than personnel)	month	12	-	-	-	-	-
	Subtotal Item of VII-4.2				3,192,000.00	-	-	3,192,000.00
VII-4.3	Other items not specified in the above but required to fulfill O & M operational requirement	month	12	-	-	-	-	-
	Subtotal of Item VII-4				23,280,000.00	-	-	23,280,000.00
VII-5	For Year 5 of O & M							
	(Estimated Production Capacity for Year 5)							
VII-5.1	Operation and Maintenance for Water Production		1	12,072,000.00	12,072,000.00	-	-	12,072,000.00
a.	Personnel cost	month	12	602,000.00	7,224,000.00	-	-	7,224,000.00
b.	Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-
c.	Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	102,000.00	1,224,000.00	-	-	1,224,000.00
d.	Testing, recording, reporting and any other documentations (other than personnel)	month	12	52,000.00	624,000.00	-	-	624,000.00
e.	Vehicles including purchasing and its maintenance	month	12	23,000.00	276,000.00	-	-	276,000.00
	Subtotal of Item VII-5.1				21,420,000.00	-	-	21,420,000.00
VII-5.2	Operation and Maintenance for sludge handling and disposal							
a.	Personnel cost	month	12	183,000.00	2,196,000.00	-	-	2,196,000.00
b.	Consumable (Other than electric power and chemicals for process requirement)	month	12	-	-	-	-	-

Project Implementation Unit
 JICA Funded Guruhadi Water Treatment Plant

Schedule VII: OPERATION AND MAINTENANCE

Item	Description	Unit	Quantity	Local Currency (INR)				
				Basic Rate	Amount (including local transport, transit, insurance, etc).	Rate all taxes and other levies payable etc.	Amount all taxes and other levies payable etc.	Amount Local Currency Including all taxes and other levies payable etc.
1	2	3	4	5	(6) = (4) x (5)	7	(8) = (6) x (7)	(9) = (6) + (8)
c.	Maintenance cost of deployed equipment including spare parts (other than supplied under Design and Construction Contract), repair and replacement	month	12	102,000.00	1,224,000.00	-	-	1,224,000.00
d.	Testing, recording, reporting and any other documentations (other than personnel)	month	12	-	-	-	-	-
	Subtotal Item of VII-5.2				3,420,000.00	-	-	3,420,000.00
VII-5.3	Other items not specified in the above but required to fulfill O & M operational requirement	month	12	-	-	-	-	-
	Subtotal of Item VII-5				24,840,000.00	-	-	24,840,000.00
Total of Schedule VII					102,744,000.00		-	102,744,000.00
(Carry over to Grand Summary, Schedule VIII)								

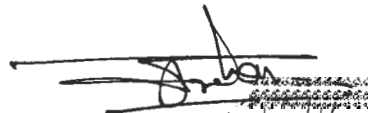
Note:

(a) Currencies shall be in Indian Rupees (INR).

Signature of Bidder and Date

Name and Designation

Company




Project Implementation Unit (PIU)
 JICA Funded Project

Summary of Price Bid of Package : C- 03 (South Central Zone)

Schedule	Description	Local Currency (INR)			Total Cost including Local transport, transit insurance, all taxes and other levies payable etc.
		Basic Amount	Amount Local transport, transit insurance, etc.	Amount all taxes and other levies payable etc.	
		3	4	5	
1	2	3	4	5	6=(3+4+5)
I	Preparation Works	1,076,552	0	44,198	1,120,750
II.A	Plant and Equipment supplied from Abroad	0	0	0	0
II.B	Plant and Equipment supplied from the Employer's Country	521,880,000	18,996,435	34,324,255	575,200,690
III	Design Drawing and Documentation	9,163,611		376,213	9,539,824
IV	Installation and Other Services	29,084,128	0	1,194,054	30,278,182
V	Civil Works	611,481,504	0	25,104,496	636,586,000
VI	Provisional Sum	30,000,000	0	0	30,000,000
Total Amount		1,202,685,795	18,996,435	61,043,216	1,282,725,446
VII	Operation and Maintenance Services	102,744,000	0	0	102,744,000
Grand Total					
		1,305,429,795	18,996,435	61,043,216	1,385,469,446

Project Director
 Project Implementing Unit
 JICA Funded Group
 Project

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Schedule IX.A: RECOMMENDED SPARE PARTS SUPPLIED FROM ABROAD

Item	Description	Country of Origin	Unit	Quantity	Foreign Currency		Local Currency (INR)				
					Unit Rate CIF ^(a)	Amount CIF ^(a)	Unit Rate including Local transport, transit insurance, etc.	Amount including Local transport, transit insurance, etc.	Unit Rate all taxes and other levies payable etc.	Amount all taxes and other levies payable etc.	Amount Local Currency including all taxes and other levies payable etc.
1	2	3	4	5	6	(7) = (5) x (6)	8	(9) = (5) x (8)	10	(11) = (5) x (10)	(12) = (9) + (11)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
Total, Schedule IXA											

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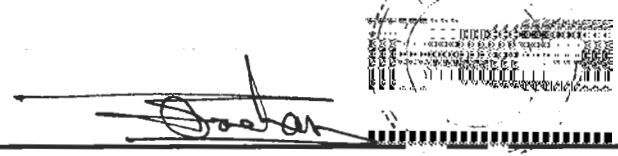
Notes:

(a) Currencies shall be in accordance with the Instruction to Bidders. Bidder shall specify currency.

INR: Indian Rupees

CIF: Cost, Insurance, Freight (Term of sale signifying that the price invoiced or quoted by a seller includes insurance and all other charges including delivery to the Project Site)

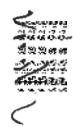
Signature of Bidder and Date



Name and Designation

Company

Project Director
 Project Implementation Unit (P.I.U.)
 JICA Funded Guwahati Water Supply Project



Schedule IX. B: RECOMMENDED SPARE PARTS SUPPLIED FROM THE EMPLOYER'S COUNTRY

Item	Description	Unit	Quantity	Local Currency (INR)						
				Unit Rate EXW ^(a)	Unit Rate including Local transport, transit insurance, etc.	Unit Rate including local transportation, transit insurance, etc.	Amount including local transportation, transit insurance, etc. (Excluding taxes and other levies etc.)	Unit Rate all taxes and other levies payable etc.	Amount all taxes and other levies payable etc.	Total Amount (including local transportation, transit insurance, etc., all taxes and other levies payable etc.)
1	2	3	4	5	6	(7) = (5) + (6)	(8) = (4) x (7)	9	(10) = (4) x (9)	(11) = (8) + (10)
1	Recommended spares for electro mechanical items	Lot	1	21200000	Included	Included	Included	Included	Included	21200000
2										
3										
Total, Schedule IXB				21200000	Included	Included	Included	Included	Included	21200000

Notes:

(a) Currencies shall be in Indian Rupees (INR)

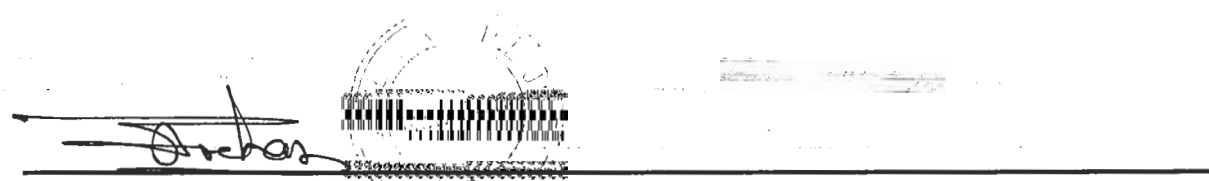
INR: Indian Rupees

EXW: Ex Works (Term of sale signifying that the price invoiced or quoted by a seller includes charges only up to the seller's factory or premises. All charges from there on are to be borne by the buyer)

Signature of Bidder and Date

Name and Designation

Company



Project Director
 Project Implementation Unit (P.I.U.)
 JICA Funded Guwahati Water Supply Project



Addendum to Bid Document

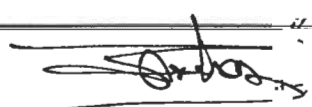
Project Implementation Unit (P.I.U)
JICA Funded Guwahati Water Supply Project

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Addendum No.1

Project In Charge (P.I.U)
JICA Funded Guwahati Water Supply Project



JICA Assisted Guwahati Water Supply Project - Addendum No. 1 to the Bidding Documents for Contract#03 (dated 31/10/2011)

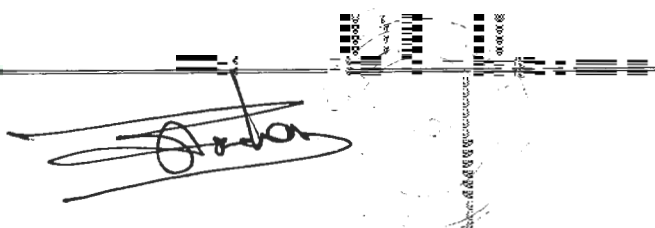
Sl. No.	Volume / Section / Sub-section	Clause No. / Page No.	As per Original Bidding Document (Ref. – IFB # GMDA/JICA/25/2011/22 dt. 28.09.11)	Revised Version (to be read as)
1	Part 1 Section III B	Clause 2.4.2 (Specific Experience) Pg. No. 7 of 11	(a) Participation as Prime Contractor in at least One contract of any similar water supply project of value not less than Indian Rupees 780 Million and at least two contracts of any similar water supply projects for value not less than Indian Rupees 520 Million	(a) Participation as Prime Contractor in at least One contract of any similar water supply project of value not less than Indian Rupees 780 Million OR at least two contracts of any similar water supply projects for value not less than Indian Rupees 520 Million
2	Part 2 Section VI	Page iii	One of the Bidders mentioned that this page is missing, which is now attached herewith.	
3	Part 2 Section VIA/ Subsection-7	Page 1 of 82	One of the Bidders mentioned that this page is missing, which is now attached herewith.	
4	Part 2 Drawings	Drawing No. GWSP/C#03/WT P-19	This drawing is missing from some copies of the bidding documents, which is attached herewith.	
5	Part 2 Supplementary Information	Geotechnical Investigation Report for Intake	Geotechnical Investigation Report for wrong intake location was included in some copies of bidding document. The correct report is attached herewith.	

Project Director
 Project Implementation Unit (PIU)
 JICA Funded Guwahati Water Supply Project

Addendum No.2

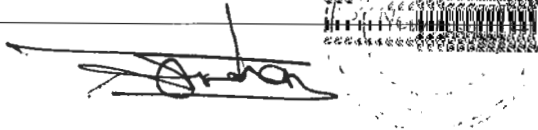


Project Director
Project Implementation Unit
JICA Funded Guwahati Water Supply Project



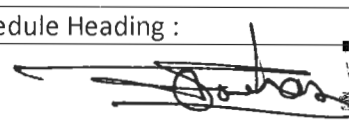

Addendum No. 2 to the Bidding Documents for Contract C#03

Sl. No.	Volume / Section / Sub-section	Clause No. / Page No.	As per Original Bidding Document (Ref. – IFB # GMDA/JICA/25/2011/22 dt. 28.09.11)	Revised Version (to be read as)
1	Part 2 Section VI Subsection 1	Clause 1.3.2 Pg. No. 4 of 15	Table 1.2 CONSTRUCTION – Intake structure : Under this Contract corresponding to requirement of Phase 1	Table 1.2 CONSTRUCTION – Intake structure : Under this Contract corresponding to requirement of Phase 2
2	Part 2 Section VI Subsection 01	Clause 1.7 Pg. No. 5 of 15		Additional last paragraph : “Cost of the Contractor’s personnel, maintenance, chemicals, consumables and electricity, shall be borne by the Contractor.”
3	Part 2 Section VI Subsection 1	Clause 1.17.8.1 Pg. No. 12 of 15		Additional item in table Accident Prevention Officer- BE equivalent- 10 years – 05 years – 03 years
4	Part 2 Section VI Subsection 1	Clause 1.17.8.1 Pg. No. 14 of 15	Table 1.4, first item : Ready Mix concrete (RMC) plant – 40 m3/d min	Table 1.4, first item : Ready Mix concrete (RMC) plant – 50 m3/d
5	Part 2 Section VI Subsection 2	Clause 2.2.1 Pg. No. 2 of 8		Additional Point : xvi. Method statement for construction and installation of each unit activity wise.
6	Part 2 Section VI Subsection 2	Clause 2.3.3 Pg. No. 4 of 8	First line : “The land available is approximately 4.6 hectares (ha) to accommodate the water treatment plant,.....”	First line : “The available land (as per drawing GWSP/C#03/WTP-1) is to accommodate the water treatment plant,.....”
7	Part 2 Section VI Subsection 2	Clause 2.3.4.1 Pg. No. 5 of 8	First paragraph, second sentence : “The Contractor shall design a surge protection system for both the raw water and clear water transmission mains where required.”	First paragraph, second sentence : “The Contractor shall design a surge protection system for both the raw water and entire clear water transmission main (as per L-section drawing).”
8	Part 2 Section VI Subsection 03	Clause 3.4.2 Pg. No. 7 of 42		First paragraph, Add to last line : “Higher grade of TMT bar of Fe500, having yield stress of the bars shall be 500 N/mm ² , may be used for appropriate structures.”
9	Part 2 Section VI Subsection 03	Clause 3.5.2 Pg. No. 7 of 42	Point no. (i) “Building plinth shall be a minimum of 300 mm above the average finished ground level around the building and shall be not be less than the plinth level of any existing buildings.”	Point no. (i) “Building plinth shall be a minimum of 300 mm above the average finished ground level around the building”.
10	Part 2 Section VI Subsection 03	Clause 3.6.1 Pg. No. 8 of 42	Between 3.6.1 and 3.6.1.1 - Nil	Between 3.6.1 and 3.6.1.1 – Insert : “Specific applications of doors and windows shall be as specified here under or referred to the relevant drawings. However, the Contractor shall determine the exact locations of doors and windows based on his detailed



JICA Funded Guwahati Water Supply Project

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				design of the facilities, but subject to the approval of the Employer's Representative."
11	Part 2 Section VI Subsection 03	Clause 3.8.1 Pg. No. 22 of 42	Raw water pump house schedule : Pump / Electrical Room – Door -1-C, 2-A, Window – 4-A	Raw water pump house schedule : Pump / Electrical Room – Door –D, A, Window – C, E
12	Part 2 Section VI Subsection 3	Clause 3.8.2 Pg. No. 22 of 42		First paragraph : To be deleted.
13	Part 2 Section VI Subsection 3	Clause 3.8.2 Pg. No. 22 of 42	Last paragraph : "The service bridge to the intake structure shall have chain link type fencing of a height of 2.20 m along each side of the roadway. The fencing shall be mounted on the bridge structure."	Last paragraph : "The service bridge to the intake structure shall have chain link type fencing of a height of 1.60 m along each side of the roadway. The fencing shall be mounted on the bridge structure."
14	Part 2 Section VI Subsection 03	Clause 3.9.2.1.1 Pg. No. 25 of 42	Room schedule Heading : "Doors", "Windows"	Room schedule Heading : "Doors ⁶ ", "Windows ⁶ " Additional point in note : " ⁶ Referred to drawings. If not given in the drawing, category in table shall be followed."
15	Part 2 Section VI Subsection 03	Clause 3.9.2.1.2 Pg. No. 26 of 42	Room schedule Heading : "Doors", "Windows"	Room schedule Heading : "Doors ⁵ ", "Windows ⁵ " Additional point in note : " ⁵ Referred to drawings. If not given in the drawing, category in table shall be followed."
16	Part 2 Section VI Subsection 03	Clause 3.9.2.2 Pg. No. 27 of 42	Raw water pump house schedule : Electrical / Control Room – Window – 3-C	Raw water pump house schedule : Electrical / Control Room – Window – 4-A
17	Part 2 Section VI Subsection 03	Clause 3.9.2.3 Pg. No. 28 of 42	Room schedule Heading : "Doors", "Windows"	Room schedule Heading : "Doors ³ ", "Windows ³ " Additional point in note : " ³ Referred to drawings. If not given in the drawing, category in table shall be followed."
18	Part 2 Section VI Subsection 03	Clause 3.9.2.4.1 Pg. No. 29 of 42	Room schedule Heading : "Doors", "Windows"	Room schedule Heading : "Doors ⁵ ", "Windows ⁵ " Additional point in note : " ⁵ Referred to drawings. If not given in the drawing, category in table shall be followed."
19	Part 2	Clause 3.9.2.5	Room schedule Heading :	Room schedule Heading :

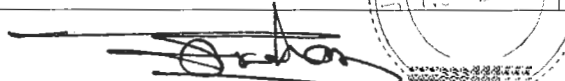



on Unit (P) Water Supply Pro

Sl. No.	Volume / Section / Sub-section	Clause No. / Page No.	As per Original Bidding Document (Ref. – IFB # GMDA/JICA/25/2011/22 dt. 28.09.11)	Revised Version (to be read as)
	Section VI Subsection 03	Pg. No. 31 of 42	"Doors", "Windows"	"Doors ⁴ ", "Windows ⁴ " Additional point in note : "4- Referred to drawings. If not given in the drawing, category in table shall be followed."
20	Part 2 Section VI Subsection 03	Clause 3.9.2.6 Pg. No. 32 of 42	Room schedule Heading : "Doors", "Windows"	Room schedule Heading : "Doors ⁵ ", "Windows ⁵ " Additional point in note : "5- Referred to drawings. If not given in the drawing, category in table shall be followed."
21	Part 2 Section VI Subsection 03	Clause 3.9.2.7 Pg. No. 33 of 42	Room schedule Heading : "Doors", "Windows"	Room schedule Heading : "Doors ⁴ ", "Windows ⁴ " Additional point in note : "4- Referred to drawings. If not given in the drawing, category in table shall be followed."
22	Part 2 Section VI Subsection 03	Clause 3.9.2.8 Pg. No. 33 of 42	Room schedule Heading : "Doors", "Windows"	Room schedule Heading : "Doors ⁵ ", "Windows ⁵ " Additional notes : " 1. Notations such as 1-C denotes No. of Items (1) and type of Item (C) whether a door or window. If no number is given then it shall be taken as 1 2. To be located on the First floor 3. To be located on the Ground floor 4. To be determined by the Bidder 5. Referred to drawings. If not given in the drawing, category in table shall be followed."
23	Part 2 Section VI Subsection 03	Clause 3.9.2.9.1 Pg. No. 34 of 42	Room schedule Heading : "Doors", "Windows"	Room schedule Heading : "Doors ⁶ ", "Windows ⁶ " Additional point in note : "6- Referred to drawings. If not given in the drawing, category in table shall be followed."
24	Part 2 Section VI Subsection 03	Clause 3.9.2.9.2 Pg. No. 35 of 42		Table 3.5 Additional Equipment Item under Main Workshop : "Miscellaneous tool" Min. No. – "1" Features – "415V, 3 phase, portable DG set (trolley mounted) including all necessary metering & protection unit, battery, manual control panel, plug & socket, etc., with cable and

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				<p>accessories. Acoustic enclosure meeting all environmental regulations shall be included as part of the supply.</p> <p>Hand trolley(500kg capacity)</p> <p>Tripod with chain pulley blocks of 1 ton capacity (6.0m legs)</p> <p>Single phase welding set, 250 amp, 220 Volt, air cooled stud type, wheel mounted with 15mtr welding cable, 2mtr welding cable for earthing, one welding holder, one welding screen with glass and 3 cable lugs, one pair of hand gloves and one wire brush</p> <p>Welding set, 400 amp, three phase regular type, air cooled, wheel mounted with 15mtr welding cable, 2mtr welding cable for earthing, one welding holder, one welding screen with glass and 3 cable lugs, one pair of hand gloves and one wire brush</p> <p>Portable hand drill (heavy duty) of capacity 13 mm to 23 mm with 1/2" drill chuck but without drill bits and drill stand.</p> <p>Tong tester, 1000 Amp.</p> <p>Hand crimping tool with dies"</p>
25	Part 2 Section VI Subsection 3	Clause 3.11.3 Pg. No. 41 of 42		<p>Add following at the end :</p> <p>"The Contractor shall construct a boundary wall (height of 2.20 meters above the ground level which shall include barbed wire fencing of an additional 0.4 meters) along the shoreline and boundaries of premises including the provision and installation of one main gate complete in all respect. The boundary wall shall be made with random rubble (RR) stone masonry in conformance with relevant Section of the Standard Specifications. The stones shall be set in cement mortar 1:4 (cement to sand) and shall be pointed in cement mortar 1:4. The top of the wall shall be provided with 75 mm thick RCC coping."</p>
26	Part 2 Section VI Subsection 4	Clause 4.3.23.1 Pg. No. 17 of 38	Third bullet : "C value of pipe – As per CPHEEO, but not more than 140"	Third bullet : "C value of pipe – 130 maximum"
27	Part 2 Section VI Subsection 4	Clause 4.8.2.2 Pg. No. 26 of 38	Fourth bullet : Discount rate (interest rate)- 10%	Fourth bullet : Discount rate (interest rate)- 8%
28	Part 2 Section VI Subsection 5	Clause 5.3.1.1 Pg. No. 6 of 17	Seventh paragraph, third line : ".... Rubber, seats as per IS 1309 and"	Seventh paragraph, third line : ".... Rubber, seats as per IS 13095 and"

Sl. No.	Volume / Section / Sub-section	Clause No. / Page No.	As per Original Bidding Document (Ref. – IFB # GMDA/JICA/25/2011/22 dt. 28.09.11)	Revised Version (to be read as)
29	Part 2 Section VI Subsection 06	Clause 6.2 Pg. No. 2 of 63	Fifth paragraph : “The pumps to be furnished shall satisfy the following requirements: the duty point shall be identified as that point where the pump’s flow versus head (Q-H) performance curve, which includes pump and station piping losses, with all duty pumps in operation at designated static head, intersects with the system resistance design curve.”	Fifth paragraph : “The pumps to be furnished shall satisfy the following requirements: the duty point shall be identified as that point where the pump’s flow versus head (Q-H) performance curve, which includes all losses at pump station, transmission pipeline, flow control and residual head at WTP , with all duty pumps in operation at designated static head, intersects with the system resistance design curve.”
30	Part 2 Section VI Subsection 6	Clause 6.2.1 Pg. No. 2 of 63	Second and third line under ‘Component’: “Average seasonal high water level” “Average seasonal low water level”	Second and third line under ‘Component’: “High water level (since July 2002)” “Low water level (since July 2002)”
31	Part 2 Section VI Subsection 06	Clause 6.2.1 Pg. No. 2 of 63		In Table, row no. 18, under col. ‘Component’, add : “Residual head” and corresponding value “ 7m minimum”. In Table, insert row no. 19. Under col. ‘Component’, add : ““C” Value for Design ² ” and corresponding value “ 130 maximum”. In notes additional point : “other losses for pumps, fittings, flow control etc. shall be minimum 10% of frictional losses”
32	Part 2 Section VI Subsection 06	Clause 6.3.1.1 Pg. No. 3 of 63	First paragraph : “The pumps shall be capable shut off head. The shut off head shall be at least 25 m more than the pump head at the design point (intersecting”	First paragraph : “The pumps shall be capable shut off head. The shut off head shall be at least 130 % of pump head at the design point (intersecting”
33	Part 2 Section VI Subsection 06	Clause 6.3.1.2 Pg. No. 4 of 63	Raw Water Pumps: “Minimum Allowable Guaranteed Pump Efficiency, at design point – 81% ” Notes : “To be determined by Bidder. The pumping head has been estimated from the Intake Well LWL to the Inlet Channel to the Pre-settling Tanks HWL including losses. ”	Raw Water Pumps: “Minimum Allowable Guaranteed Pump Efficiency, at design point – 83% ” Notes : “To be determined by Bidder. The pumping head has been estimated from the Intake Well LWL to the Inlet Channel to the Pre-settling Tanks HWL including system losses. ”
34	Part 2 Section VI Subsection 06	Clause 6.3.1.2 Pg. No. 4 of 63	Clear Water Pumps: “Minimum Allowable Guaranteed Pump Efficiency, at design point – 81%” “Electrical Service to be Provided - 415/3/50 v/ph/hz”	Raw Water Pumps: “Minimum Allowable Guaranteed Pump Efficiency, at design point – 83%” “Electrical Service to be Provided - 3.3/3/50 kv/ph/hz”
35	Part 2 Section VI Subsection 06	Clause 6.3.3.2 Pg. No. 11 of 63	Chlorine Booster Pumps: “Minimum Allowable Guaranteed Pump Efficiency, at design point – 80% ”	Raw Water Pumps: “Minimum Allowable Guaranteed Pump Efficiency, at design point – 60% ”
36	Part 2 Section VI Subsection 06	Clause 6.3.4.1 Pg. No. 14 of 63	First sentence : “The pumps shall be centrifugal, non-clog, solids handling wastewater type pumps, horizontally mounted.”	First sentence : “The pumps shall be centrifugal, non-clog, solids handling wastewater type pumps, horizontally or vertically mounted.”
37	Part 2	Clause 6.3.4.6		Paragraph : Casing :

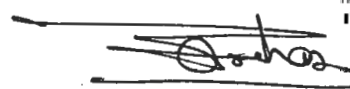
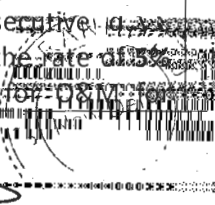


Sl. No.	Volume / Section / Sub-section	Clause No. / Page No.	As per Original Bidding Document (Ref. – IFB # GMDA/JICA/25/2011/22 dt. 28.09.11)	Revised Version (to be read as)
	Section VI Subsection 06	Pg. No. 16 of 63		Delete last sentence "Suction and discharge orientation shall be as shown on the drawings"
38	Part 2 Section VI Subsection 06	Clause 6.3.5.2 Pg. No. 18 of 63	Sediment Discharge Pumps (Submersible or Dry Pit type) : "Normal Number of Duty Pumps – 2 & 1 no., No. of Pump Spaces to be Installed - 3 ¹ no."	Sediment Discharge Pumps (Submersible or Dry Pit type) : "Number of Duty Pumps – TBD ¹ " "No. of Pump Spaces to be Installed – TBD ¹ "
39	Part 2 Section VI Subsection 06	Clause 6.3.5.6 Pg. No. 20 of 63	Paragraph : Bearing : "All bearings shall be rated for a minimum L ₁₀ life of 50,000 hours at 75% of the flow at the best efficiency point (BEP). Bearings shall be permanently lubricated with a premium moisture resistant grease containing rust inhibitors and shall be suitable for operation over a temperature range of –25 °C to +120 °C. "	Paragraph : Bearing : "All bearings shall be rated for a minimum L ₁₀ life of 50,000 hours at 75% of the flow at the best efficiency point (BEP). Bearings shall be permanently lubricated with a premium moisture resistant grease containing rust inhibitors."
40	Part 2 Section VI Subsection 06	Clause 6.3.5.6 Pg. No. 20 of 63	Paragraph : Motors : Third sentence - "The motor construction shall be of TENV-TEXP design."	Paragraph : Motors : Third sentence - "The motor construction shall be of IPX8 design."
41	Part 2 Section VI Subsection 06	Clause 6.3.6.2 Pg. No. 22 of 63	Chemical Transfer Pumps : "Normal Number of Duty Pumps – 2 no.,	Chemical Transfer Pumps : "Number of Duty Pumps – TBD ¹ "
42	Part 2 Section VI Subsection 06	Clause 6.5.1.1 Pg. No. 28 of 63	Third Paragraph : "Three (3) Backwash Air Blowers (2 duty + 1 Standby) shall be provided. Each shall be capable of developing the required total pressure at rated capacity for continuous operation....."	Third Paragraph : "The number of backwash air blowers shall be determined by the Bidder. The blower shall be capable of developing the required total pressure at rated capacity for continuous operation....."
43	Part 2 Section VI Subsection 06	Clause 6.5.2 Pg. No. 30 of 63	Under Description of Item of Air Compressors : "Number of Blowers to be Furnished – As Specified Elsewhere"	Under Description of Item of Air Compressors : "Number of Compressors to be Furnished – To be determined by bidder"
44	Part 2 Section VI Subsection 08	Clause 8.1 Pg. No. 1 of 52	Third paragraph : "The integrated control systems for the Raw Water Pumping Station (RWPS), Water Treatment Plant (WTP), Clear Water Pumping Station (CWPS) and Distribution Reservoir shall be based on the use of Programmable Logic Controllers (PLCs). The various modes of controls shall be (i) Auto, (ii) Semi-automatic and (iii) Manual."	Third paragraph : "The integrated control systems for the Raw Water Pumping Station (RWPS), Water Treatment Plant (WTP) and Clear Water Pumping Station (CWPS) shall be based on the use of Programmable Logic Controllers (PLCs). The various modes of controls shall be (i) Auto, (ii) Semi-automatic and (iii) Manual."
45	Part 2 Section VI Subsection 9	Clause 9.1.3 Pg. No. 3 of 8		Insert additional paragraphs : "Adequate outdoor lighting shall be provided along the bridge at suitable intervals on one side of the bridge."

Sl. No.	Volume / Section / Sub-section	Clause No. / Page No.	As per Original Bidding Document (Ref. – IFB # GMDA/JICA/25/2011/22 dt. 28.09.11)	Revised Version (to be read as)
				"For bidding purpose the length of bridge may be taken from the drawing. This is approximate and will be superseded by the result of hydrological study."
46	Part 2 Section VI Subsection 10	Clause 10.1.1 Pg. No. 1 of 84	Seventh paragraph, First sentence : "The land for the WTP campus at South Central Guwahati is approximately 4.6 ha."	Seventh paragraph, First sentence : "The land area for the WTP campus at South Central Guwahati shall be taken from drawing GWSP/C#03/WTP-1 & GWSP/C#03/WTP-2. The survey was conducted in April 2010"
47	Part 2 Section VI Subsection 10	Clause 10.1.3 Pg. No. 2 of 84	Table 10-2, row no. 12 & 13 Fecal coliform – 0 Total coliform organism - 0	Table 10-2, row no. 12 & 13 Fecal coliform – Not detectable Total coliform organism - Not detectable
48	Part 2 Section VI Subsection 10	Clause 10.3.2 Pg. No. 6 of 84		Delete paragraph no. 5 " "Extracted sludge shall be disposed to waste backwash water discharge pipeline into the river through waste backwash water tank along with waste backwash water."
49	Part 2 Section VI Subsection 10	Clause 10.3.2 Pg. No. 6 of 84	Table 10-3, No. of units – For Phase 1 – 6 (minimum) Additional for Phase 2 – 8 (minimum)	Table 10-3, No. of units – For Phase 1 – 6 (minimum) Additional for Phase 2 – 2 (minimum)
50	Part 2 Section VI Subsection 10	Clause 10.3.3 Pg. No. 7 of 84	Table 10-4, second item : Space requirement – 0.04 m2/m3/hr	Table 10-4, second item : Minimum Space requirement – 0.04 m2/m3/hr
51	Part 2 Section VI Subsection 10	Clause 10.3.4 Pg. No. 7 of 84	Second paragraph: "Equal split hydraulically using a effluent weir with reasonable accuracy range of inflow by Distribution chamber. The distribution chamber shall be of reinforced concrete. The inlet and the outlets of the distribution chambers shall be designed to provide Phase II -wise flow distribution by adjustable weirs and gates. Minimum detention time shall be 30sec. The freeboard shall be minimum 300mm."	Second paragraph: "Equal split hydraulically using an effluent weir with reasonable accuracy range of inflow by Distribution chamber may be proposed as an option. In his proposal of this option, the Bidder shall submit the detail specification with drawings along with technical and economic analysis data. The distribution chamber shall be of reinforced concrete. The inlet and the outlets of the distribution chambers shall be designed to provide Phase II - wise flow distribution by adjustable weirs and gates. Minimum detention time shall be 30sec. The freeboard shall be minimum 300mm."
52	Part 2 Section VI Subsection 10	Clause 10.3.6 Pg. No. 9 of 84		Second paragraph Delete second sentence: "The minimum number of flocculation tanks shall be two (2) units for Phase 1."
53	Part 2 Section VI Subsection 10	Clause 10.3.7.2 Pg. No. 10 of 84	Point no. f : "Installation angle of inclining plate or tube shall be 60 degrees to the horizontal."	Point no. f : "Installation angle of inclining plate or tube shall be minimum 55 degrees to the horizontal."
54	Part 2 Section VI Subsection 10	Clause 10.3.7.2 Pg. No. 11 of 84	Point no. 's', first sentence: "All sludge extraction piping under the water level and wall pipes passing through concrete walls shall be	Point no. 's', first sentence: All sludge extraction piping under the water level and wall pipes passing through concrete walls shall be as per piping schedule Table 10.21."

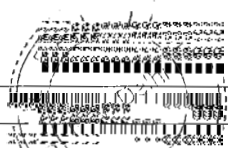
Sl. No.	Volume / Section / Sub-section	Clause No. / Page No.	As per Original Bidding Document (Ref. – IFB # GMDA/JICA/25/2011/22 dt. 28.09.11)	Revised Version (to be read as)
			flanged schedule 20S stainless steel pipe type 304.”	
55	Part 2 Section VI Subsection 10	Clause 10.3.7.2 Pg. No. 12 of 84	Table 10-7, Third point : “Minimum Angle of Inclination of Plates or Tubes with the Horizontal Plane – 60 degree”	Table 10-7, Third point : “Minimum Angle of Inclination of Plates or Tubes with the Horizontal Plane – 55 degree”
56	Part 2 Section VI Subsection 10	Clause 10.3.8.2 Pg. No. 15 of 84		Additional note : c – Standby filter units not considered.
57	Part 2 Section VI Subsection 10	Clause 10.6.1 Pg. No. 29 of 84	Item no. d, second sentence: “The doors and frame shall be made of steel and epoxy coated, with 2 coats at a DFT of 450 micron each.”	Item no. d, second sentence: “The doors and frame shall be made of steel and epoxy coated, with 2 coats at a DFT of 90 micron each.”
58	Part 2 Section VI Subsection 10	Clause 10.7.1 Pg. No. 38 of 84		Second paragraph, Delete the fourth sentence: “The tank(s) shall be equipped with a submersible mixer to prevent sludge settling.”
59	Part 2 Section VI Subsection 10	Clause 10.7.2 Pg. No. 38 of 84		Insert additional paragraph at the end : “The bidder will be allowed to propose alternative solution as an option to add a function to facilitate preliminary sludge concentration in the SB tank instead of preventing sludge settlement. The proposal shall be provided with appropriate shape of tank for sludge concentration with type and number of sludge transfer pumps to the thickener.”
60	Part 2 Section VI Subsection 10	Clause 10.7.3.1 Pg. No. 38 of 84	First paragraph, first sentence: “The sludge from the sludge buffer tank shall be conveyed through DI piping to a RCC sludge thickener designed to achieve a minimum solids concentration of 4% and supernatant turbidity of not more than 100 NTU. ”	First paragraph, first sentence: “The sludge from the sludge buffer tank shall be conveyed through DI piping to a RCC sludge thickener designed to achieve a minimum solids concentration of 4% and supernatant turbidity of not more than 500 NTU. ”
61	Part 2 Section VI Subsection 10	Clause 10.7.4 Pg. No. 41 of 84	Second paragraph, last sentence: “The capacity of the dehydrator units shall be determined by the continuous operation with full capacity (excluding standby units) at no more than 10 hours per day, 7 days per week. ”	Second paragraph, last sentence: “The capacity of the dehydrator units shall be determined by the continuous operation with full capacity (excluding standby units) at no more than 16 hours of operation per day for maximum turbidity of 400NTU of sludge treatment. ”
62	Part 2 Section VI Subsection 10	Clause 10.7.4.2 Pg. No. 42 of 84	Item h, first sentence: “The centrifuge station shall be in operation no more than 10 hours per day in normal operation ”	Item h, first sentence: “The centrifuge station shall be in operation no more than 16 hours of operation per day for maximum turbidity of 400NTU of sludge treatment. ”
63	Part 2 Section VI Subsection 10	Clause 10.7.4.2 Pg. No. 42 of 84		Insert additional paragraph at the end : “The Bidder may also propose Belt press or Filter press for dehydration. The Bidder shall furnish literature of general description of the dehydration system proposed with ancillary equipment and performance specifications including expected sludge concentration of treated sludge cake. The

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				general layout of equipment of the dewatering building shall also be provided in his proposal.”
64	Part 2 Section VI Subsection 13	Clause 13.8.3 Pg. No. 19 of 22	Finished water measured at the outlet of clear water reservoir : “Total iron as Fe – not exceed 1.0 mg/l”	Finished water measured at the outlet of clear water reservoir : “Total iron as Fe – not exceed 0.1 mg/l” Additional point - “Turbidity – not exceed 1.0 NTU”
65	Part 2 Section VI Subsection 14	Clause 14.8 Pg. No. 17 of 28	Second paragraph, point no. (ii) : “The limit of LD shall not exceed 5% of total O&M contract”	Second paragraph, point no. (ii) : “The limit of LD for production shortfall and fault of water quality shall not exceed 5% of total O&M contract as monthly LD”
66	Part 2 Section VI Subsection 14	Clause 14.8.1 Pg. No. 18 of 28	Third paragraph: In case the daily treated water supply is below the requirement (a shortfall condition), liquidated damages shall be imposed as follows: a) Upto a 2%: Liquidated damages shall be applied at the rate of 2% of the monthly O&M charges, per percentage of total shortfall for each day of shortfall. b) More than a 2% and up to a 4% shortfall: Liquidated damages will be applied at the rate of 3% of the monthly O&M charges, per percentage of total shortfall for each day of shortfall c) More than a 4% up to a 5% shortfall: Liquidated damages will be applied at the rate of 4% of the monthly O&M charges, per percentage of total shortfall for each day of shortfall. d) More than 5%: The employer may consider termination of contract pursuant to GC subclause 42.2.2 of works contract.	Third paragraph: In case the daily treated water supply is below the requirement (a shortfall condition), liquidated damages shall be imposed as follows: a) More than a 5% and up to a 10% shortfall: Liquidated damages shall be applied at the rate of 1% of the monthly O&M charges, per percentage of total shortfall for each day of shortfall. b) More than a 10% and up to a 15% shortfall: Liquidated damages will be applied at the rate of 2% of the monthly O&M charges, per percentage of total shortfall for each day of shortfall c) More than a 15% up to a 20% shortfall: Liquidated damages will be applied at the rate of 5% of the monthly O&M charges, per percentage of total shortfall for each day of shortfall. d) More than 20%: The employer may consider termination of contract pursuant to GC subclause 42.2.2 of works contract.
67	Part 2 Section VI Subsection 14	Clause 14.8.3 Pg. No. 18 of 28	Second paragraph : In case the permissible water quality limits are not achieved: i) In case of lapses of maximum 2 occasions in a calendar month, liquidated damages will be applied at the rate of 1.5% of the Contractor’s monthly charges for O&M for each day of lapsing. ii) In case there are lapses on 2 consecutive days, liquidated damages will be applied at the rate of 1.5% of the Contractor’s monthly charges for O&M for each day of lapsing.	Second paragraph : In case the permissible water quality limits are not achieved: i) In case of lapses of maximum 2 occasions in a calendar month, liquidated damages will be applied at the rate of 1% of the Contractor’s monthly charges for O&M for each day of lapsing. ii) In case there are lapses on 2 consecutive days, liquidated damages will be applied at the rate of 2% of the Contractor’s monthly charges for O&M for each day of lapsing. iii) In case there are lapses on 3 consecutive days, liquidated damages will be applied at the rate of 3% of the Contractor’s monthly charges for O&M for each day of lapsing.

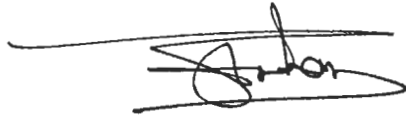
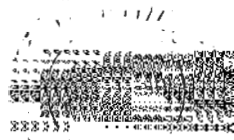



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			<p>each day of lapsing.</p> <p>iii) In case there are lapses on 3 consecutive days, liquidated damages will be applied at the rate of 7.5% of the Contractor's monthly charges for O&M for each day of lapsing.</p> <p>iv) In case there are lapses on 4 consecutive days, liquidated damages will be applied at the rate of 10% of the Contractor's monthly charges for O&M for each day of lapsing.</p> <p>v) In case there are lapses on 5 consecutive days, liquidated damages will be applied at the rate of 15% of the Contractor's monthly charges for O&M for each day of lapsing.</p> <p>vi) In case there are lapses on 6 consecutive days, the employer may consider termination of contract pursuant to GC subclause 42.2.2 of works contract.</p>	<p>O&M for each day of lapsing.</p> <p>iv) In case there are lapses on 4 consecutive days, liquidated damages will be applied at the rate of 4% of the Contractor's monthly charges for O&M for each day of lapsing.</p> <p>v) In case there are lapses on 5 consecutive days, liquidated damages will be applied at the rate of 5% of the Contractor's monthly charges for O&M for each day of lapsing.</p> <p>vi) In case there are lapses on 6 consecutive days, the employer may consider termination of contract pursuant to GC subclause 42.2.2 of works contract.</p>
68	Part 2 Section VI Subsection 14	Clause 14.9 Pg. No. 19 of 28	<p>Point no. 'b' :</p> <p>"The cost of the chemical consumables used in the water treatment plant processes (for process only), which will be either be supplied by the Employer, or reimbursed to the Contractor, on a monthly basis, at the actual cost paid by him plus a 5% handling fee."</p>	<p>Point no. 'b' :</p> <p>"The cost of the chemical consumables used in the water treatment plant (for process only), which will either be supplied by the Employer or reimbursed to the Contractor, as will be determined by employer, on a monthly basis, at the actual cost paid by him plus 5% handling charge."</p>
69	Part 2 Section VI Drawing	Drawing : GWSP/C#03/WT P-3		Add note : "The drawing is indicative only"
70	Part 2 Section VI Drawing	Drawing : GWSP/C#03/WT P-1		Insert additional note : "The survey data is of April 2010."
71	Part 1 Section IVA Schedule II	Clause B.2.8 Pg. No. 31 of 76	Item no. 4, under 'Particulars' column: "Write 'Discharge to river' or 'Recycle to Presettling Tank' –"	Item no. 4, under 'Particulars' column: "Write 'Discharge to river' or 'Recycle to Presettling Tank' or 'Both' –"
72	Part 1 Section IVA Schedule II	Clause B.2.11 Pg. No. 33 of 76	Item no. 1, under 'Description' column: "Type (Centrifuge)" under 'Particulars' column: Nil	Item no. 1, under 'Description' column: "Type of Dehydrator" under 'Particulars' column: " 'Centrifuge' or 'Filter Press or Belt Press' . "
73	Part 1 Section IVA Schedule II	Clause D.1.9 Pg. No. 56 of 76		Additional point no. 5 : "Back up time for Generator"

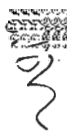
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74	Part 1 Section VIII PC	Clause 17.1.1 Pg. No. 5 of 9		Add following first sentence: "The Project Management Consultant appointed by the Employer shall be the 'Project Manager' and act as the 'Employer's Representative'."
75	Part 1 Section IVB Price Bid	Schedule V Pg 77 of 94		Delete item no. : V-2.1.18 – Thickened sludge extraction pump house.
76	Part 1 Section IVA Schedule II	Clause B.1.2 Pg. No. 25 of 76		Insert additional point no. 5a : "Type of surge protection"
77	Part 1 Section IVA Schedule II	Clause B.2.7 Pg. No. 31 of 76	Point no. 7 : Surge Protection ³ – ----	Point no. 7 : Surge Protection ³ – mm Insert additional point 7a : Type Insert additional note : ³ - Submit surge analysis in separate sheet (s). Brief description of method and major equipment or structures to be proposed in separate sheet(s)
78	Part 1 Section IIIB	Clause 2.4.2(b)(i) Specific Experience		Add the following sentence at the last sentence: "In case the bidder does not have enough experience for sludge treatment (thickening and dehydration systems) for water treatment plant, it will be allowed that the Bidder proposes in his bid proposal specialized sub-contractor for the same with his past experience, which shall cover the requirements stated above for sludge treatment."
79	Part 1 Section IX	Appendix 8 Chapter 4.2 Pg. No. 19 of 34		Insert last paragraph : "LD for power requirement for raw water and clear water pumps shall be subject to No-change from bidder's proposal."
80	Part 2 Section VIA/ Subsection-7	7.9		Insert following after first sentence: "HV/MV cables shall be earthed type"
81	Part 2 Section VIA/ Subsection-7	7.15		Insert following at the end of para 7.15: "The back-up time for DG set shall be not less than 1 hour"
82	Part 2 Section VIA/ Subsection-9	7.15		Insert following at the end of para 9.1.2: "The raw water pump station shall be common structure when the two intake wells are constructed"
83	Part 2 Section VIA/ Subsection-8	8.9		Insert following as third para: "OFC communication link shall be provided between WTP, RWSP and CWPS PLCs."
84	Part 2	8.9.1		Replace Item (d)(i) with the following:



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	Section VIA/ Subsection-8			UPS with adequate rating shall be proposed by the bidder based on the estimated load to be provided for zones to be defined by the bidder. The each UPS shall cover the SCADA system functioning for minimum period of 2 hours, in case of power failure.”

Project Director
 JICA
 GMDA



Particular Conditions (PC)

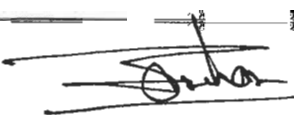


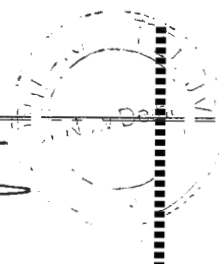
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Project: Guwahati Water Supply Project
JICA Loan No. 40801000000000000000

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Particular Conditions

Input of Information to be completed by Bidder (**bold**) or Employer (*italic*)

1.	<p>Definitions</p> <p>“Contract”:</p> <p>Add paragraph at the end of first paragraph as follows:</p> <p>For the purposes of defining the different activities and obligations under the Contract, the Contract will be comprised of a “Works Contract” and an “O&M Contract”, as defined in the following Subparas. Such definitions are for convenience only and shall not affect the rights or obligations of the Employer or the Contractor under the Contract.</p> <p>“Works Contract” means that portion of the Contract that refers to the design, execution, completion, trial run and commissioning of the Works and the remedying of any defects, but excluding Operation and Maintenance of the facilities for the Operation and Maintenance Period, in accordance with the provisions of the Contract.</p> <p>O&M Contract” means that portion of the Contract that refers to the Operation and Maintenance of the facilities for the Operation and Maintenance Period, as defined in the Form of Contract Agreement for Operations and Maintenance, but excluding the costs of design, execution, completion, trial run and commissioning of the Works and the remedying of any defects, in accordance with the provisions of the Contract.</p> <p>The Employer is: Guwahati Metropolitan Development Authority, Guwahati, Assam, (India)</p> <p>Address: The Chief Executive Officer, JICA ODA Loan Project, Guwahati Metropolitan Development Authority (GMDA), 3rd Floor, STAFED Building, GMCH Road, Bhangagarh Guwahati-781005, Assam, India Ph. No. - +91 361 2529650 Fax No. - +91 361 2529991</p> <p>The Project Manager is: Project Management Consultant</p> <p>Address : H/O Ganesh Kalita, 1st Bylane, Lichubari, Near Ganesh Mandir Higher Secondary School, Six Mile, Khanapar, Guwahati, 781022, Assam, India</p> <p>Contract Price:</p> <p>Add paragraph at the end of first paragraph as follows</p> <p>For the purposes of determining payments under the Contract and, where applicable, other obligations, the Contract Price will be subdivided into a “Works Contract Price” and an “O&M Contract Price”, as defined in the following Subparas (i) and (ii).</p> <p>The total “Contract Price” will be the sum of the Works Contract Price and the O&M Contract Price.</p> <p>(i) “Works Contract Price” means that portion of the sum stated in the Notification of Award to Commence as payable to the Contractor for the design, execution, completion, trial run and commissioning of the Works and the remedying of any defects, but excluding the costs for Operation and Maintenance of the facilities for the Operation and Maintenance Period, in accordance with the provisions of the Contract. The Works Contract Price will be the total of the amounts (as corrected for errors in accordance with Clause 32 of Section II) for carrying out the Works, as set out in Section IVB, Schedule of Prices, under:</p> <p>Schedule No. I Preparatory Works</p> <p>Schedule No.IIA Plant and Equipment supplied from Abroad</p> <p>Schedule No.IIB Plant and Equipment supplied from the Employer's Country</p> <p>Schedule No.III Design, Drawings and Documentation Services</p> <p>Schedule No. IV Installation and Other Services</p> <p>Schedule No. V Civil Works</p> <p>Schedule No. VI Provisional Sum</p> <p>Schedule No. VIII Grand Summary (Schedule Nos. I to VII)</p> <p>Schedule No.IXA Recommended Spare Parts supplied from Abroad.</p> <p>Schedule No.IXB Recommended Spare Parts. Supplied from the Employer's Country, and any agreed amounts for optional spare parts, and as ordered by the Employer, as set out in</p>
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Price Schedule for Recommended Spare Parts and Tools, including the "CIF" or "EXW" cost as applicable plus "Taxes" and "Local Transport", but excluding the cost of any Customs "Duty" or "Excise Duty".

(ii) "O&M Contract Price" means that portion of the sum stated in the Notification of Award as payable to the Contractor for the costs for Operation and Maintenance of the facilities for the Operation and Maintenance Period, but excluding the costs of design, execution, completion, trial run and commissioning of the Works and the remedying of any defects, in accordance with the provisions of the Contract. The O&M Contract Price will be the total amount (as corrected for errors in accordance with Clause 32 of Section II) for operations and maintenance during the O&M period, as set out in Section IVB, Schedule of Prices, under Schedule VII, Operation and Maintenance

Country of Origin:

All countries and territories as indicated in Section V, List of Eligible Countries of Japanese ODA Loans.

Time for Completion:

The Contractor shall commence work on the Facilities immediately on the Effective Date for determining Time for Completion as specified in the Contract Agreement.

The Time for Completion of the whole of the Facilities shall be **32 (Thirty Two) months** from the Effective Date as described in the Contract Agreement. The whole of the Works, including testing, Trial Run, Pre-commissioning and Commissioning and performance guarantee test shall be completed within the period specified above. The Taking-Over Certificate / Completion Certificate / Operational Acceptance Certificate will be issued upon successful completion of the Performance guarantee test and rectification of any defects observed during this period.

The Contractor shall commence the Operation and Maintenance services immediately after successful commissioning and guarantee tests of the Treatment Plant and Taking over by the Employer. The Works will be handed over back to the Contractor for the purpose of Operation and Maintenance. After completion, commissioning and guarantee tests, the contractor shall under take Operation and Maintenance for a period of **60 (sixty) months**. This period includes defect liability period.

"Works Contract Period", means the period from the Commencement Date to the date 365 days after the date on which the whole of the Works shall have been completed as certified by the Project Manager.

"Operation and Maintenance Period" means the period for operating and maintaining the constructed facilities, starting from the date upon which the Works have been completed as certified by the Project Manager (as evidenced through issue of the Taking Over Certificate) up to the date as stated in the document .

"Taking-Over Certificate" means a certificate issued by the Project Manager when the Works have been completed in accordance with the Contract, in accordance with the provisions of General Conditions of Contract.

"Works" means the Permanent Works and the Temporary Works or either of them as appropriate, including trial run and commissioning of the constructed facilities and remedying of any defects, but excluding operation and maintenance of the facilities after completion of the Works.

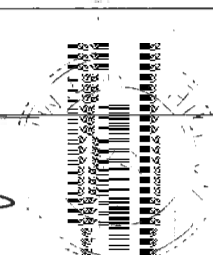
"Operations and Maintenance" means the supply of all labor, equipment, materials, fuel, consumables and all other things necessary, except electricity and chemical consumables (alum, lime and chlorine), so as to properly operate and maintain the constructed facilities at their rated capacity for the period of time as specified in the as specified in the Form of Contract Agreement for Operations and Maintenance after completion of the Works, all in accordance with the conditions of the Contract.

"Initial Completion Certificate" means the certificate issued by the Project Manager, after receiving notice from the Contractor, upon satisfactory completion of precommissioning as mentioned in GC Sub-clause 24.4. The Initial Certificate shall be issued stating that the facilities or that part thereof have reached Initial Completion for stating commissioning.

"Completion Certificate" means the certificate issued by the Project Manager upon successful completion of Guarantee Test during Commissioning of the Facilities or the relevant part thereof as per GC sub-clause 25.2.

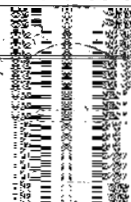
Completion Certification (Work Contract Completion Certificate) means the certificate issued by the Project Manager upon satisfactory completion of Contractor's obligations under the works contract and remedying off any defects in accordance with the provisions of Clause of Defect Liability period.

"Final Contract Completion Certificate" means the certificate issued by the Project Manager upon satisfactory completion of the Operation and Maintenance responsibilities under Sub-Clause Completion of Operations and Maintenance Services of this Section V, Special Conditions of Contract.



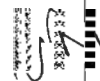
	<p>14.2(b)</p> <p>Schedule-I and Schedule-II to be read as Schedule IIA and Schedule IIB, respectively.</p> <p>14.2 Add the following para at the end</p> <p>On application from the contractor in stipulated format, "Guwahati Metropolitan Development Authority, Government of Assam will issue essentiality certificate under GOI notification No. 108/95 and 84/97 which will assist the Contractor to obtain any lawful exemptions from payment of Excise Duty or Import Duty on Plant and Materials, which are to be incorporated as a part of the Permanent Works. The Certificate will be issued in a prescribed format, which certifies the estimated quantities of materials that are to be incorporated into the permanent works. The responsibility for obtaining any such exemptions from Competent Authority will remain with the supplier / Contractor and the GMDA, Government of Assam, India shall not in any way be responsible for admissibility of the claims or eligibility of the supplier / Contractor."</p>
17	<p>Representatives</p> <p>Add the following text at the end of Sub-Clause 17.1:</p> <p>17.1.1 Project Manager's Duties and Authority</p> <p>The Project Manager shall carry out the duties specified in the Contract. The Project Manager shall have no authority to amend the Contract.</p> <p>The Project Manager may exercise the authority specified in or necessarily to be implied from the Contract. If the Employer's Representative is required, under the terms of his appointment by the Employer, to obtain the specific approval of the Employer before exercising such authority, such requirements shall be as stated in subsequent paragraph. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager.</p> <p>Except as expressly stated in the Conditions of Contract, the Project Manager shall have no authority to relieve the Contractor of any of his duties, obligations or responsibilities under the Contract. Any proposal, inspection, examination, testing, consent, approval or similar act by the Project Manager (including absence of disapproval) shall not relieve the Contractor from any responsibility, including responsibility for his errors, omissions, discrepancies, and noncompliance with Sub-Clauses of Contractor's Undertaking and Technical Standards and Regulations.</p> <p>The Project Manager shall copy to the Employer all communications given or received by him in accordance with the Contract.</p> <p>"The Project Manager shall obtain the specific approval of the Employer before taking action under the following clauses of the Conditions of Contract.</p> <p>(a) approving Sub-contracting of any part of the Works under Sub-Clause 19.</p> <p>(b) certifying additional cost to the Contract if such a certification would adjust the Contract Price by more than 5% (five percent) of the Contract Price.</p> <p>(c) granting an extension of the time for completion under Sub-Clause 40.</p> <p>(d) suspending progress of part or all of the Works under Sub-Clause 41.</p> <p>(e) issuing a Taking-Over Certificate for the whole of the Works.</p> <p>(f) issuing a Completion Certificate (Works Contract Completion Certificate) for completion of the Works.</p> <p>(g) issuing a Final Contract Completion Certificate for completion of the Operations and Maintenance Services.</p> <p>(h) issuing a variation, if such a variation would increase the Contract Price by more than 5% (five percent).</p> <p>Notwithstanding the obligation to obtain approval as set out in the preceding paragraph if, in the opinion of the Project Manager, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of its duties and responsibilities under the Contract, instruct the Contractor to execute all such Work or to do all such things as may, in the opinion of the Project Manager, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with the instructions of the Project Manager despite the absence of approval of the Employer. The Project Manager shall determine the extra cost to the Contractor for carrying out of such instruction and obtain the Employer's approval for an addition to the Contract Price."</p>
20	<p>Design and Engineering</p> <p>Add the following sub clause at the end of existing sub clause 20.1:</p> <p>20.1.3 The Contractor shall carry out, and be responsible for, the design of the Works, including any site surveys, subsoil investigations, materials testing, and all other things necessary for proper planning and design.</p> <p>20.1.4 The Contractor will be fully responsible to ensure that all designs, drawings and construction documents satisfy the requirements for constructing Works that are complete</p>

	<p>and sufficient in all respects, and satisfy the objectives of providing completed facilities that can be operated efficiently and economically. No approval of, or failure to object to, the Contractor's designs, drawings or Construction Documents by the Project Manager will relieve the Contractor of its responsibility."</p>
<p>22.</p>	<p>Installation</p>
	<p>22.2 Labor</p> <p>22.2.5 Working Hours</p> <p>Normal working hours are: 8 AM to 6 PM. Night working with the permission of Engineer during construction phase.</p> <p>The Operation Maintenance work shall be carried out 24 hours a day, 7 days a week, for all the days of the year including national holidays.</p> <p>22.2.7 No separate payment for preparation and implementation of Health & Safety program shall be made and the cost of the same is deemed to be incidental to the work.</p>
<p>24</p>	<p>Initial Completion of the Facilities</p> <p>24.2: replace the existing sub-clause with the following:</p> <p>The Contractor shall arrange the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning.</p> <p>24.3: replace the existing sub-clause with the following:</p> <p>As soon as reasonably practicable, the Contractor shall commence Pre-commissioning of the Facilities or the relevant part thereof in preparation for Commissioning, subject to GC Sub-Clause 25.5.</p> <p>24.5: replace the existing sub-clause with the following:</p> <p>The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GC Sub-Clause 24.4, either issue an Initial Completion Certificate in the form specified in the Employer's Requirements (Forms and Procedures), stating that the Facilities or that part thereof have reached Initial Completion for starting commissioning, as of the date of the Contractor's notice under GC Sub-Clause 24.4, or notify the Contractor in writing of any defects and/or deficiencies.</p> <p>If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GC Sub-Clause 24.4.</p> <p>If the Project Manager is satisfied that the Facilities or that part thereof have reached Initial Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue an Initial Completion Certificate stating that the Facilities or that part thereof have reached Initial Completion for starting commissioning, as of the date of the Contractor's repeated notice.</p> <p>If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.</p> <p>24.6: replace the existing sub-clause with the following:</p> <p>If the Project Manager fails to issue the Initial Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GC Sub-Clause 24.4 or within seven (7) days after receipt of the Contractor's repeated notice under GC Sub-Clause 24.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Initial Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be.</p> <p>24.7: replace the existing sub-clause with the following:</p> <p>As soon as possible after Initial Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.</p> <p>24.8: replace the existing sub-clause with the following:</p> <p>The Contractor shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, until, taken over by the Employer upon successful completion of commissioning and until Completion Certificate / Operational Acceptance Certificate is issued by the Employer, and shall thereafter take over the Facilities or the relevant</p>



Project Director
 Implementation Unit (P...)
 Guwahati Water S...

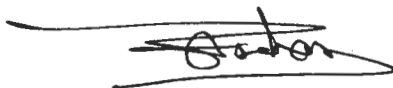
	part thereof.
25.	Commissioning and Operational Acceptance
	<p>Replace the entire text of Sub-Clause 25.1 with the following:</p> <p>25.1 Commissioning</p> <p>25.1.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the Initial Completion Certificate by the Project Manager, pursuant to GCC Sub-Clause 24.5, or immediately after the date of the deemed Completion, under GCC Sub-Clause 24.6.</p> <p>25.1.2 The Contractor shall arrange the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning.</p> <p>25.1.3 In accordance with the requirements of the Contract, the Contractor's and Project Manager's advisory personnel shall attend the Commissioning, including the Guarantee Test, and shall advise and assist the Contractor.</p> <p>25.2.2 The Guarantee Test of the Facilities shall be successfully completed within 1 (One) month from the date of Initial Completion.</p>
26.	Completion Time Guarantee
	<p>26.2 Applicable rate for liquidated damages: 0.05% of Contract price per day</p> <p>Maximum deduction for liquidated damages: 10% of Contract price.</p>
	<p>26.3 Applicable (amount or rate) for the bonus for early Completion: No bonus will be given for earlier Completion of the Facilities or part thereof.</p>
27.	Defect Liability
	Sub-Clause 27.10 : Not Applicable
30.	Limitation of Liability
	30.1 (b) The multiplier of the Contract Price is: 1.0
34	Insurance
	<p>Add following new sub-clause at the end of sub-clause 34.1:</p> <p>34.1(h) Covering physical loss or damage to the Facilities at the Site, occurring during period of Operation and Maintenance of the facilities with an extended maintenance coverage for Contractor's liability in respect of any loss or damage occurring during the Operation and Maintenance period.</p>
45.	Disputes and Arbitration
	<p>45.1 The DB shall be appointed within 28 days after the Effective Date.</p> <p>The DB shall be Three Members.</p> <p>List of potential DB members is: None</p>
	<p>45.2 Appointment (if not agreed) to be made by: The Commissioner & Secretary, Guwahati Development Department.</p>
	<p>45.5 Arbitration:</p> <p>Any dispute not settled amicably and in respect of which the DB's decision (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 DR, 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>

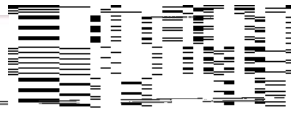


Project Director

 Project Implementation Unit (P.I.U)
 JICA Funded Guwahati Water Supply Project

5.	Law and Language
5.1	The Contract shall be interpreted in accordance with the laws of: India
5.2	The ruling language is: English
5.3	The language for communications is: English
7.	Scope of Facilities
7.3	<p>The Contractor agrees to supply spare parts for a period of years: 2 (two) years after completion of operation and maintenance.</p> <p>The Prices of such Spare parts given in Price Schedule – 6 shall not be considered in bid evaluation.</p> <p>The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within six (6) months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.</p>
8.	Time for Commencement and Completion
8.1	The Contractor shall commence work on the Facilities within 14 (fourteen) days from the Effective Date for determining Time for Completion as specified in the Contract Agreement.
8.2	<p>The Time for Completion of the whole of the Facilities shall be 32 (Thirty Two) months from the Effective Date as described in the Contract Agreement. The whole of the Works, including Testing, Trial Run, Pre-commissioning and Commissioning and Performance Guarantee Test shall be complete within the period specified above. The Taking-Over Certificate will be issued upon successful completion of the Performance Guarantee Test and rectification of any defects observed during this period.</p> <p>The Contractor shall commence the Operation and Maintenance services immediately after successful commissioning and guarantee tests of the Treatment Plant and Taking over by the Employer. The Works will be handed over back to the Contractor for the purpose of Operation and Maintenance. After completion, commissioning and guarantee tests, the contractor shall under take Operation and Maintenance for a period of 60 (sixty) months. This period includes defect liability period.</p>
11.	Contract Price
11.2	The Contract Price shall be adjusted in accordance with the provisions of the Appendix 2 (Price Adjustment) to the Contract Agreement.
13.	Securities
13.3.1	The amount of Performance Security, as a percentage of the Contract Price for the Facility or for the part of the Facility for which a separate Time for Completion is provided, shall be: Ten percent (10%) which should be furnished in two separate Forms for work contract and for O&M, each for 10% of the respective amount.
13.3.2	The Performance Security shall be in the form of the Unconditioned Bank Guarantee as per form included in Section IX, Contract Forms, issued by Nationalized or Scheduled Bank located in India or a foreign bank through a correspondent bank located in India and 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.
13.3.3	The Performance Security shall be reduced to ten percent (10%) of the value of the component covered by the extended defect liability to cover the Contractor's extended defect liability in accordance with the provision in the PC, pursuant to GC Sub-Clause 27.10
14.	Taxes and Duties
14.2(a)	Schedule-I to be read as Schedule IIA






	<p>b. Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Contractor shall each appoint one arbitrator, and these two arbitrators 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 Indian Arbitration & Conciliation Act, 1996.</p> <p>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.</p> <p>4. Qualifications of Arbitrators: The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) and (b) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> <p>5. Miscellaneous: In any arbitration proceeding hereunder:</p> <p>a. Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati;</p> <p>b. The English language shall be the official language for all purposes; and</p> <p>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.</p>
<p>46</p>	<p>Add this additional Clause</p> <p>Final Contract Completion Certificate on Completion of the Operation and Maintenance Period</p> <p>On completion of the Operation and Maintenance Services of the Contractor, as certified by the Employer, the Contractor will hand over the Works and the Site back to the Employer, subject to the condition that all equipment shall be in good operating condition (fair wear and tear excepted), any necessary repairs to the civil, mechanical or electrical installations have been properly carried out, and any and all defects or damages arising from the design, workmanship, materials or operating and maintenance conditions have been remedied. Upon successful completion of the Contractor's obligations, the Employer shall take back the Works and the facilities and issue a Final Contract Completion Certificate accordingly."</p>
<p>47</p>	<p>Completion of Operations and Maintenance Services</p> <p>In order that the Works shall be in the condition required by the Contract upon expiry of the Operation and Maintenance Period and can be handed over to the Employer in good operating condition (fair wear and tear excepted), the Contractor shall:</p> <p>(a) ensure that all mechanical and electrical Plant and Equipment are fully functional and in good operating condition, suitable for the purposes for which they were intended;</p> <p>(b) ensure that all defects or damages which may have arisen from the design, workmanship, materials, or improper operating conditions or maintenance practices, have been identified and remedied;</p> <p>(c) provide replacements for all spare parts that were used/consumed during the Operations and Maintenance Period; all such replacements shall be new manufacturer's original equipment only; and</p> <p>(d) execute all required work of amendment, reconstruction, repair and remedying defects or damage as may be instructed by the Employer.</p> <p>All such work shall be executed by the Contractor at his own cost before handing over the facilities. In the event that the Contractor fails to carry out the necessary remedial works, the Employer shall notify the Contractor accordingly, and proceed in accordance with the provisions. Any costs incurred by the Employer in so doing shall be recoverable from the Contractor and will become a debt due and payable by the Contractor to the Employer and the Employer may, at his sole discretion, recover such amount by invoking the Contractor's bank guarantee provided as a performance security</p> <p>The Contract shall not be considered to be completed until the Final Contract Completion Certificate has been signed by the Employer and delivered to the Contractor, stating the date upon which the Contractor has completed his operation and maintenance obligations to the Employer's satisfaction. The Final Contract Completion Certificate shall be given by the Employer's by the date 28 days after expiry of the Operation and Maintenance Period, or as soon after such date as the Contractor has completed his obligations.</p> <p>Only the Final Contract Completion Certificate shall be deemed to constitute final certification that the Contractor has satisfactorily fulfilled all of his obligations under the Contract."</p>



General Conditions (GC)


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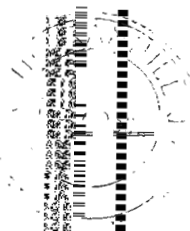
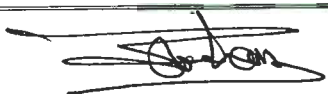
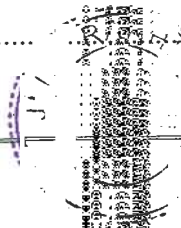


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General Conditions

A. Contract and Interpretation

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

“Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments thereto).

“GC” means the General Conditions hereof.

“PC” means the Particular Conditions.

“day” means calendar day.

“year” means 365 days.

“month” means calendar month.

“Party” means the Employer or the Contractor, as the context requires, and “Parties” means both of them.

“Employer” means the person **named as such in the PC** and includes the legal successors or permitted assigns of the Employer.

“Project Manager” means the person appointed by the Employer in the manner provided in GC Sub-Clause 17.1 (Project Manager) hereof and **named as such in the PC** to perform the duties delegated by the Employer.

“Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as Contractor in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in GC Sub-Clause 17.2 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.

“Construction Manager” means the person appointed by the Contractor’s Representative in the manner provided in GC Sub-Clause 17.2.4.

“Subcontractor,” including manufacturers, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant, is subcontracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

“Dispute Board” (DB) means the person or persons named as such in the PC appointed by agreement between the Employer and the Contractor to make a decision with respect to any dispute or difference between the Employer and the Contractor referred to him or her by the Parties pursuant to GC Sub-Clause 45.1 (Dispute Board) hereof.

“JICA” means Japan International Cooperation Agency.

“Contract Price” means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

“Facilities” means the Plant to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

“Plant” means permanent plant, equipment, machinery, apparatus, materials, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GC Sub-Clause 7.3 hereof), but does not include Contractor’s Equipment.

“Installation Services” means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc... as the case may require.

“Works” means the Permanent Works and the Temporary Works, or either of them as appropriate.

“Contractor’s Equipment” means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Facilities.

“Country of Origin” means the countries and territories eligible under the rules of JICA as further **elaborated in the PC**.

“Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

“Effective Date” means the date of fulfillment of all conditions stated in Article 3 (Effective Date) of the Contract Agreement, from which the Time for Completion shall be counted.

“Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, as referred to in GC Clause 8 and in accordance with the relevant provisions of the Contract.

“Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the Contract) have been completed operationally and structurally and put in a tight and clean condition, that all work in respect of Precommissioning of the Facilities or such specific part thereof has been completed, and that the Facilities or specific part thereof are ready for Commissioning as provided in GC Clause 24 (Completion of the Facilities) hereof.

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“Precommissioning” means the testing, checking and other requirements specified in the Employer’s Requirements that are to be carried out by the Contractor in preparation for Commissioning as provided in GC Clause 24 (Completion of the Facilities) hereof.

“Commissioning” means operation of the Facilities or any part thereof by the Contractor following Completion, which operation is to be carried out by the Contractor as provided in GC Sub-Clause 25.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

“Guarantee Test(s)” means the test(s) specified in the Employer’s Requirements to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, in accordance with the provisions of GC Sub-Clause 25.2 (Guarantee Test) hereof.

“Operational Acceptance” means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor’s fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with GC Clause 25 (Commissioning and Operational Acceptance) hereof.

“Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GC Clause 27 (Defect Liability) hereof.

- 2. Contract Documents** 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 3. Interpretation** 3.1 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 recorded in writing;
 - (d) the word “tender” is synonymous with “bid,” “tenderer,” with “bidder,” and “tender documents” with “bidding documents,” and
 - (e) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

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

3.2 Incoterms

Unless inconsistent with any provision of the Contract, the

meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by *Incoterms*.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.

3.4 Entire Agreement

Subject to GC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.

3.5 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party hereto.

3.6 Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.

3.7 Non-Waiver

3.7.1 Subject to GC Sub-Clause 3.7.2 below, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.7.2 Any waiver of a Party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

3.8 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.9 Country of Origin

"Origin" means the place where the plant and component parts thereof are mined, grown, produced or manufactured, and from

which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

- 4. Communications**
- 4.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:
- in writing and delivered against receipt; and
 - delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Agreement.

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 Project Manager, a copy shall be sent to the Project Manager or the other Party, as the case may be.

- 5. Law and Language**
- 5.1 The Contract shall be governed by and interpreted in accordance with laws of the country **specified in the PC.**
- 5.2 The ruling language of the Contract shall be that **stated in the PC.**
- 5.3 The language for communications shall be the ruling language unless otherwise **stated in the PC.**
- 6. Fraud and Corruption**
- 6.1 If the Employer determines that the Contractor and/or its subcontractors has engaged in corrupt, fraudulent, collusive coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.2.1 (c).
- 6.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with GC Sub-Clause 17.2.5 and 17.2.6.

B. Subject Matter of Contract

- 7. Scope of Facilities**
- 7.1 Unless otherwise expressly limited in the Employer's Requirements, the Contractor's obligations cover the provision of all Plant and the performance of all Installation Services required for the design, and the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Precommissioning and delivery) of the Plant, and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, Employer's Requirements. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GC Sub-Clause 7.3 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, Works and services that will be provided or performed by the Employer, as set forth in the

Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer.

7.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.

7.3 In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period **specified in the PC** and the provisions, if any, **specified in the PC**. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor, and the price of such spare parts shall be that given in Price Schedule No. 6, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts.

8. Time for Commencement and Completion

8.1 The Contractor shall commence work on the Facilities within the period **specified in the PC** and without prejudice to GC Sub-Clause 26.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the Appendix to the Contract Agreement titled Time Schedule.

8.2 The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time **stated in the PC** or within such extended time to which the Contractor shall be entitled under GC Clause 40 hereof.

9. Contractor's Responsibilities

9.1 The Contractor shall design, manufacture including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.

9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

9.3 The Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and

Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.

- 9.4 The Contractor shall comply with all laws in force in the country where the Facilities are to be implemented. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Sub-Clause 10.1 hereof.
- 9.5 Any Plant and Installation Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GC Clause 1 (Country of Origin). Any subcontractors retained by the Contractor shall be from a country as specified in GC Clause 1 (Country of Origin).
- 9.6 If the Contractor is a joint venture, or association (JVA) of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the JVA. The composition or the constitution of the JVA shall not be altered without the prior consent of the Employer.

10. Employer's Responsibilities

- 10.1 All information and/or data to be supplied by the Employer as described in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, shall be deemed to be accurate, except when the Employer expressly states otherwise.
- 10.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in that Appendix.
- 10.3 The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract, and (c) are specified in the Appendix (Scope of Works and Supply by the Employer).
- 10.4 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service

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undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.

- 10.5 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Precommissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, at or before the time specified in the program furnished by the Contractor under GC Sub-Clause 18.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.
- 10.6 The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GC Sub-Clause 25.2.
- 10.7 All costs and expenses involved in the performance of the obligations under this GC Clause 10 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with GC Sub-Clause 25.2.
- 10.8 In the event that the Employer shall be in breach of any of his obligations under this Clause, the additional cost incurred by the Contractor in consequence thereof shall be determined by the Project Manager and added to the Contract Price.

C. Payment

- 11. Contract Price**
- 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 Unless an adjustment clause is **provided for in the PC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the Facilities or as otherwise provided in the Contract.
- 11.3 Subject to GC Sub-Clauses 9.2, 10.1 and 35 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.
- 12. Terms of Payment**
- 12.1 The Contract Price shall be paid as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement and in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which also outlines the procedures to be followed in making application for and processing payments.
- 12.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.
- 12.3 In the event that the Employer fails to make any payment by its

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respective due date or within the period set forth in the Contract, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) shown in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

- 12.4 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid.

13. Securities

13.1 Issuance of Securities

The Contractor shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.

13.2 Advance Payment Security

13.2.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.

13.2.2 The security shall be in the form provided in the Bidding Documents or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor immediately after its expiration.

13.3 Performance Security

13.3.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount **specified in the PC.**

13.3.2 The Performance Security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in the form provided in Section IX, Contract Forms, corresponding to the type of bank guarantee stipulated by the Employer in the PC, or in another form acceptable to the Employer.

13.3.3 **Unless otherwise specified in the PC,** the security shall be reduced by half on the date of the Operational Acceptance. The Security shall become null and void, or shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, five hundred and forty (540) days after Completion of the Facilities or three hundred and sixty five (365) days after Operational Acceptance of the Facilities, whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any

part of the Facilities pursuant to GC Sub-Clause 27.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor, pursuant to GC Sub-Clause 27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the PC pursuant to GC Sub-Clause 27.10 and up to the amount specified in the PC.

13.3.4 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.

14. Taxes and Duties

14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

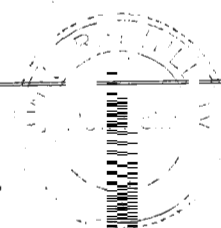
14.2 Notwithstanding GC Sub-Clause 14.1 above, the Employer shall bear and promptly pay:

- (a) all customs and import duties for the Plant specified in Price Schedule No. 1; and
- (b) other domestic taxes such as, sales tax and value added tax (VAT) on the Plant specified in Price Schedules No. 1 and No. 2 and that are to be incorporated into the Facilities, and on the finished goods, imposed by the law of the country where the Site is located.

14.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GC Clause 36 hereof.

D. Intellectual Property

15. License/Use of Technical Information

15.1 For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Employer.

15.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

16. Confidential Information

16.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GC Clause 16.

16.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant construction or such other work and services as are required for the performance of the Contract.

16.3 The obligation of a Party under GC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which

- (a) now or hereafter enters the public domain through no fault of that Party
- (b) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto
- (c) otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.

16.4 The above provisions of this GC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

16.5 The provisions of this GC Clause 16 shall survive termination, for whatever reason, of the Contract.

E. Execution of the Facilities

17. Representatives 17.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Project Manager shall represent and act for the Employer at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.

17.2 Contractor's Representative & Construction Manager

17.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GC Sub-Clause 17.2.1 shall apply thereto.

17.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative,

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pursuant to the procedure set out in GC Sub-Clause 17.2.1.

17.2.3 The Contractor's Representative may, subject to the approval of the Employer which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

17.2.4 From the commencement of installation of the Facilities at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as the Construction Manager's deputy.

17.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GC Sub-Clause 22.4. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

17.2.6 If any representative or person employed by the Contractor is removed in accordance with GC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.

18. Work Program

18.1 Contractor's Organization

The Contractor shall supply to the Employer and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities within twenty-one (21) days of the Effective Date. The chart shall include the identities of the key personnel and the curricula vitae of such key personnel to be employed shall be supplied together with the chart. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organization chart.

18.2 Program of Performance

Within twenty-eight (28) days after the Effective Date, the Contractor shall submit to the Project Manager a detailed program of performance of the Contract, made in a form acceptable to the Project Manager and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and commission the Facilities, as well as

the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in the Appendix to the Contract Agreement titled Time Schedule, and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Time for Completion specified in the PC pursuant to Sub-Clause 8.2 and any extension granted in accordance with GC Clause 40, and shall submit all such revisions to the Project Manager.

18.3 Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in GC Sub-Clause 18.2 above, and supply a progress report to the Project Manager every month.

The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

18.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the program referred to in GC Sub-Clause 18.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GC Sub-Clause 8.2, any extension thereof entitled under GC Sub-Clause 40.1, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

18.5 Procedures

The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Employer's Requirements.

The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

- 19. Subcontracting**
- 19.1 The Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, specifies major items of supply or services and a list of approved Subcontractors against each item, including manufacturers. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any




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such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

- 19.2 The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GC Sub-Clause 19.1.
- 19.3 For items or parts of the Facilities not specified in the Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, the Contractor may employ such Subcontractors as it may select, at its discretion.
- 19.4 Each sub-contract shall include provisions which would entitle the Employer to require the sub-contract to be assigned to the Employer under GC 19.5 (if and when applicable), or in event of termination by the Employer under GC 42.2.
- 19.5 If a sub-contractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Project Manager, prior to that date, instructs the Contractor to assign the benefits of such obligations to the Employer, then the Contractor shall do so.

20. Design and Engineering

20.1 Specifications and Drawings

- 20.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

- 20.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Project Manager.

20.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer and shall be treated in accordance with GC Clause 39.

20.3 Approval/Review of Technical Documents by Project Manager

20.3.1 The Contractor shall prepare or cause its Subcontractors to prepare, and furnish to the Project Manager the documents listed in the Appendix to the Contract Agreement titled List of Documents for Approval or Review, for its approval or review as specified and in accordance with the requirements of GC Sub-Clause 18.2 (Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

GC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

20.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

If the Project Manager fails to take such action within the said fourteen (14) days, then the said document shall be deemed to have been approved by the Project Manager.

20.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with the Contract or that it is contrary to good engineering practice.

20.3.4 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.

20.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the Parties within a reasonable period, then such dispute or difference may be referred to a Dispute Board for determination in accordance with GC Sub-Clause 45.1 hereof. If such dispute or difference is referred to a Dispute Board, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Dispute Board upholds the Contractor's view on the dispute and if the Employer has not given notice under GC Sub-Clause 45.3 hereof, the Contractor shall be reimbursed

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by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Dispute Board shall decide, and the Time for Completion shall be extended accordingly.

20.3.6 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

20.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GC Sub-Clause 20.3.

If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GC Clause 39 shall apply to such request.

21. Procurement

21.1 Plant

Subject to GC Sub-Clause 14.2, the Contractor shall procure and transport all Plant in an expeditious and orderly manner to the Site.

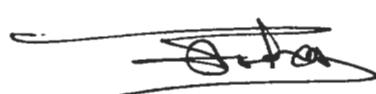
21.2 Employer-Supplied Plant

If the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer provides that the Employer shall furnish any specific items to the Contractor, the following provisions shall apply:

21.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GC Sub-Clause 18.2, unless otherwise mutually agreed.

21.2.2 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GC Sub-Clause 21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.

21.2.3 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GC Clause 27



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or under any other provision of Contract.

21.3 Transportation

- 21.3.1 The Contractor shall at its own risk and expense transport all the materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.
- 21.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor's Equipment.
- 21.3.3 Upon dispatch of each shipment of materials and the Contractor's Equipment, the Contractor shall notify the Employer by telex, cable, facsimile or electronic means, of the description of the materials and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the Parties.
- 21.3.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor's Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the materials and the Contractor's Equipment to the Site.

21.4 Customs Clearance

The Contractor shall, at its own expense, handle all imported materials and Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance subject to the Employer's obligations under GC Sub-Clause 14.2, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Employer, the Employer shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance that are not the fault of the Contractor, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to GC Clause 40.

22. Installation

22.1 Setting Out/Supervision

- 22.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and,



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at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.

22.1.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

22.2 Labor:

22.2.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.

The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.

The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.

The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

22.2.2 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

22.2.3 Labor Laws

The Contractor shall comply with all the relevant labor

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Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

22.2.4 Rates of Wages and Conditions of Labor

The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

22.2.5 Working Hours

No Works shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours **stated in the PC**, unless:

- (a) otherwise stated in the Contract,
- (b) the Project Manager gives consent, or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.

If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, the Project Manager shall not unreasonably withhold such consent.

This Sub-Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.

22.2.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary

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accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

22.2.7 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Employer's and Project Manager's employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labor as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.

The Contractor shall include in the program to be submitted for the execution of the Facilities under Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted

Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this program shall not exceed the Provisional Sum dedicated for this purpose.

22.2.8 Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise **specified in the PC.**

22.2.9 Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Project Manager and shall be available for inspection by the Project Manager until the Contractor has completed all work.

22.2.10 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

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22.2.11 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

22.2.12 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

22.2.13 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.

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22.2.14 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

22.2.15 Prohibition of All Forms of Forced or Compulsory Labor

The contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

22.2.16 Prohibition of Harmful Child Labor

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

22.3 Contractor's Equipment

22.3.1 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

22.3.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

22.3.3 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

22.4 Site Regulations and Safety

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

22.5 Opportunities for Other Contractors

22.5.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable

opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.

22.5.2 If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

22.5.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.

22.5.4 The Contractor shall notify the Project Manager promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

22.6 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

22.7 Site Clearance

22.7.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or

temporary Works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

22.7.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities in a clean and safe condition.

22.8 Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

23. Test and Inspection

23.1 The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and any part of the Facilities as are specified in the Contract.

23.2 The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

23.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager or their designated representatives to attend the test and/or inspection.

23.4 The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection.

If the Employer or Project Manager or their designated representatives fails to attend the test and/or inspection, or if it is agreed between the Parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.

23.5 The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

23.6 If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test

and/or inspection upon giving a notice under GC Sub-Clause 23.3.

- 23.7 If any dispute or difference of opinion shall arise between the Parties in connection with or arising out of the test and/or inspection of the Plant or part of the Facilities that cannot be settled between the Parties within a reasonable period of time, it may be referred to an Dispute Board for determination in accordance with GC Sub-Clause 45.1.
- 23.8 The Contractor shall afford the Employer and the Project Manager, at the Employer's expense, access at any reasonable time to any place where the Plant are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.
- 23.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant or any part of the Facilities, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to GC Sub-Clause 23.4, shall release the Contractor from any other responsibilities under the Contract.
- 23.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.
- 23.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.
- If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

24. Completion of the Facilities

- 24.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Employer's Requirements, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.
- 24.2 Within seven (7) days after receipt of the notice from the Contractor under GC Sub-Clause 24.1, the Employer shall supply the operating and maintenance personnel specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer for Precommissioning of the Facilities or any part thereof.

Pursuant to the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, the Employer

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shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Precommissioning of the Facilities or any part thereof.

- 24.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Employer and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters have been provided by the Employer in accordance with GC Sub-Clause 24.2, the Contractor shall commence Precommissioning of the Facilities or the relevant part thereof in preparation for Commissioning, subject to GC Sub-Clause 25.5.
- 24.4 As soon as all works in respect of Precommissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the Project Manager in writing.
- 24.5 The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GC Sub-Clause 24.4, either issue a Completion Certificate in the form specified in the Employer's Requirements (Forms and Procedures), stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's notice under GC Sub-Clause 24.4, or notify the Contractor in writing of any defects and/or deficiencies.

If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GC Sub-Clause 24.4.

If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's repeated notice.

If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

- 24.6 If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GC Sub-Clause 24.4 or within seven (7) days after receipt of the Contractor's repeated notice under GC Sub-Clause 24.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be.
- 24.7 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.

- 24.8 Upon Completion, the Employer shall be responsible for the

care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

25. Commissioning and Operational Acceptance

25.1 Commissioning

25.1.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the Completion Certificate by the Project Manager, pursuant to GC Sub-Clause 24.5, or immediately after the date of the deemed Completion, under GC Sub-Clause 24.6.

25.1.2 The Employer shall supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning.

25.1.3 In accordance with the requirements of the Contract, the Contractor's and Project Manager's advisory personnel shall attend the Commissioning, including the Guarantee Test, and shall advise and assist the Employer.

25.2 Guarantee Test

25.2.1 Subject to GC Sub-Clause 25.5, the Guarantee Test and repeats thereof shall be conducted by the Contractor during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test and any repeats thereof.

25.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion **specified in the PC** or any other period agreed upon by the Employer and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GC Sub-Clauses 28.2 and 28.3 shall not apply.

25.3 Operational Acceptance

25.3.1 Subject to GC Sub-Clause 25.4 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when:

- (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or
- (b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion specified in the PC pursuant to GC Sub-Clause 25.2.2 above or any other period agreed upon by the Employer and the Contractor; or
- (c) the Contractor has paid the liquidated damages

specified in GC Sub-Clause 28.3 hereof; and

- (d) any minor items mentioned in GC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.

25.3.2 At any time after any of the events set out in GC Sub-Clause 25.3.1 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Employer's Requirements (Forms and Procedures) in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.

25.3.3 The Project Manager shall, after consultation with the Employer, and within seven (7) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

25.3.4 If within seven (7) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as of the date of the Contractor's said notice.

25.4 Partial Acceptance

25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

25.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

25.5 Delayed Precommissioning and/or Guarantee Test

25.5.1 In the event that the Contractor is unable to proceed with the Precommissioning of the Facilities pursuant to Sub-Clause 24.3, or with the Guarantee Test pursuant to Sub-Clause 25.2, for reasons attributable to the Employer either on account of non availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Contractor's control, the provisions leading to "deemed" completion of activities such as Completion, pursuant to GC Sub-Clause 24.6, and Operational Acceptance, pursuant to GC Sub-Clause 25.3.4, and Contractor's obligations regarding Defect Liability Period, pursuant to GC Sub-Clause 27.2, Functional Guarantee, pursuant to GC Clause 28, and Care of Facilities, pursuant to GC Clause 41.1,

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Suspension, shall not apply. In this case, the following provisions shall apply.

25.5.2 When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above Sub-Clause 13.1, the Contractor shall be entitled to the following:

- (a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GC Sub-Clause 26.2;
- (b) payments due to the Contractor in accordance with the provision specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which would not have been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of Sub-Clause 25.5.3 below;
- (c) the expenses towards the above security and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Contractor by the Employer;
- (d) the additional charges towards the care of the Facilities pursuant to GC Sub-Clause 32.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in Sub-Clause 25.5.4 below. The provision of GC Sub-Clause 33.2 shall apply to the Facilities during the same period.

25.5.3 In the event that the period of suspension under above Sub-Clause 25.5.1 actually exceeds one hundred eighty (180) days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor.

25.5.4 When the Contractor is notified by the Project Manager that the plant is ready for Precommissioning, the Contractor shall proceed without delay in performing Precommissioning in accordance with Clause 24.

F. Guarantees and Liabilities

26. Completion Time Guarantee

26.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified in the PC pursuant to GC Sub-Clause 8.2, or within such extended time to which the Contractor shall be entitled under GC Clause 40 hereof.

26.2 If the Contractor fails to attain Completion of the Facilities or

any part thereof within the Time for Completion or any extension thereof under GC Clause 40, the Contractor shall pay to the Employer liquidated damages in the amount **specified in the PC** as a percentage rate of the Contract Price or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount **specified as "Maximum" in the PC** as a percentage rate of the Contract Price. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GC Sub-Clause 42.2.2.

Such payment shall completely satisfy the Contractor's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GC Clause 40. The Contractor shall have no further liability whatsoever to the Employer in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.

Save for liquidated damages payable under this GC Sub-Clause 26.2, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the Appendix to the Contract Agreement titled Time Schedule, and/or other program of work prepared pursuant to GC Sub-Clause 18.2 shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.

- 26.3 If the Contractor attains Completion of the Facilities or any part thereof before the Time for Completion or any extension thereof under GC Clause 40, the Employer shall pay to the Contractor a bonus in the amount **specified in the PC**. The aggregate amount of such bonus shall in no event exceed the amount **specified as "Maximum" in the PC**.

27. Defect Liability

- 27.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant supplied and of the work executed.

- 27.2 The Defect Liability Period shall be five hundred and forty (540) days from the date of Completion of the Facilities (or any part thereof) or one year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the PC pursuant to GC Sub-Clause 27.10.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) improper operation or maintenance of the Facilities by the Employer;
- (b) operation of the Facilities outside specifications provided in the Contract; or

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(c) normal wear and tear.

27.3 The Contractor's obligations under this GC Clause 27 shall not apply to:

- (a) any materials that are supplied by the Employer under GC Sub-Clause 21.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;
- (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein; or
- (c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GC Sub-Clause 27.7.

27.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

27.5 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GC Clause 27.

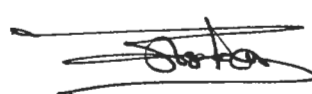
The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

27.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

27.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

27.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.



27.9 Except as provided in GC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, or criminal or willful action of the Contractor.

27.10 In addition, any such component of the Facilities, and during the period of time as may be **specified in the PC**, shall be subject to an extended defect liability period. Such obligation of the Contractor shall be in addition to the defect liability period specified under GC Sub-Clause 27.2.

28. Functional Guarantees

28.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, subject to and upon the conditions therein specified.

28.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract, pursuant to GC Sub-Clause 42.2.2.

28.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the said Appendix to the Contract Agreement is met, the Contractor shall, at the Contractor's option, either

- (a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Employer to repeat the Guarantee Test; or
- (b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Appendix to the Contract Agreement titled Functional Guarantees.

28.4 The payment of liquidated damages under GC Sub-Clause 28.3, up to the limitation of liability specified in the Appendix to the Contract Agreement titled Functional Guarantees, shall completely satisfy the Contractor's guarantees under GC Sub-Clause 28.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

29. Patent Indemnity

29.1 The Contractor shall, subject to the Employer's compliance with GC Sub-Clause 29.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.

29.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GC Sub-Clause 29.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

29.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any

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obligation of the Party in the Contract, and

- (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier **specified in the PC**, to the Contract Price or, if a multiplier is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

G. Risk Distribution

31. Transfer of Ownership

- 31.1 Ownership of the Plant (including spare parts) to be imported into the country where the Site is located shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant from the country of origin to that country.
- 31.2 Ownership of the Plant (including spare parts) procured in the country where the Site is located shall be transferred to the Employer when the Plant are brought on to the Site.
- 31.3 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.
- 31.4 Ownership of any Plant in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant in question are no longer required for the Facilities.
- 31.5 Notwithstanding the transfer of ownership of the Plant, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GC Clause 32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant are incorporated.

32. Care of Facilities

- 32.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GC Clause 24 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GC Clause 27. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GC Sub-Clauses 32.2 and 38.1.
- 32.2 If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of
- (a) insofar as they relate to the country where the Site is located, nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or

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insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GC Clause 34 hereof;

- (b) any use or occupation by the Employer or any third Party other than a Subcontractor, authorized by the Employer of any part of the Facilities; or
- (c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein,

the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GC Clause 39. If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with GC Clause 39, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to GC Sub-Clause 42.1 hereof.

32.3 The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in GC Sub-Clause 32.2 with respect to the Contractor's temporary facilities, and (ii) where such loss or damage arises by reason of any of the matters specified in GC Sub-Clauses 32.2 (b) and (c) and 38.1.

32.4 With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor's Equipment by reason of any of the matters specified in GC Sub-Clause 38.1, the provisions of GC Sub-Clause 38.3 shall apply.

33. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

33.1 Subject to GC Sub-Clause 33.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

33.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GC Sub-Clause 33.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings

or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

33.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GC Clause 34, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.

33.4 The Party entitled to the benefit of an indemnity under this GC Clause 33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

34. Insurance

34.1 To the extent specified in the Appendix to the Contract Agreement titled Insurance Requirements, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts therefor) and to the Contractor's Equipment.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third Parties including the Employer's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

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(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(f) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(g) Other Insurances

Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the Appendix to the Contract Agreement titled Insurance Requirements.

34.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GC Sub-Clause 34.1 except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

34.3 The Contractor shall, in accordance with the provisions of the Appendix to the Contract Agreement titled Insurance Requirements, deliver to the Employer certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.

34.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.

34.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix to the Contract Agreement titled Insurance Requirements, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of



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the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GC Sub-Clause 34.5.

- 34.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GC Sub-Clause 34.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GC 34.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.
- 34.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GC Clause 34, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

35. Unforeseen Conditions

- 35.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions other than climatic conditions, or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities including any data as to boring tests, provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site if access thereto was available, or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant or Contractor's Equipment, notify the Project Manager in writing of
- (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;
 - (b) the additional work and/or Plant and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such

conditions or obstructions;

- (c) the extent of the anticipated delay; and
- (d) the additional cost and expense that the Contractor is likely to incur.

On receiving any notice from the Contractor under this GC Sub-Clause 35.1, the Project Manager shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.

35.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GC Sub-Clause 35.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.

35.3 If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with GC Clause 40.

36. Change in Laws and Regulations

36.1 If, after the date twenty-eight (28) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the PC pursuant to GC Sub-Clause 11.2.

37. Force Majeure

37.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:

- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war,
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts,
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority,
- (d) strike, sabotage, lockout, embargo, import restriction, port

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congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague,

- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,
- (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

37.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

37.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GC Clause 40.

37.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either Party's right to terminate the Contract under GC Sub-Clauses 37.6 and 38.5.

37.5 No delay or nonperformance by either Party hereto caused by the occurrence of any event of Force Majeure shall:

- (a) constitute a default or breach of the Contract, or
- (b) give rise to any claim for damages or additional cost or expense occasioned thereby, subject to GC Sub-Clauses 32.2, 38.3 and 38.4

if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

37.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other, but without prejudice to either Party's right to terminate the Contract under GC Sub-Clause 38.5.

37.7 In the event of termination pursuant to GC Sub-Clause 37.6, the rights and obligations of the Employer and the Contractor shall be as specified in GC Sub-Clauses 42.1.2 and 42.1.3.

37.8 Notwithstanding GC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.

38. War Risks

38.1 "War Risks" shall mean any event specified in paragraphs (a) and (b) of GC Sub-Clause 37.1, any explosion or impact of

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any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, occurring or existing in or near the country (or countries) where the Site is located.

- 38.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to
- (a) destruction of or damage to Facilities, Plant, or any part thereof;
 - (b) destruction of or damage to property of the Employer or any third Party; or
 - (c) injury or loss of life

if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

- 38.3 If the Facilities or any Plant or Contractor's Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for:
- (a) any part of the Facilities or the Plant so destroyed or damaged to the extent not already paid for by the Employer,
 - (b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged,
 - (c) replacing or making good any such destruction or damage to the Facilities or the Plant or any part thereof,

and so far as may be required by the Employer, and as may be necessary for completion of the Facilities.

If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with GC Clause 39, excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GC Sub-Clause 42.1.

If the Employer requires the Contractor to replace or make good on any such destruction or damage to the Facilities, the Time for Completion shall be extended in accordance with GC Clause 40.

- 38.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.
- 38.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors' personnel engaged in the work on the Facilities,



provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other.

- 38.6 In the event of termination pursuant to GC Sub-Clauses 38.3 or 38.5, the rights and obligations of the Employer and the Contractor shall be specified in GC Sub-Clauses 42.1.2 and 42.1.3.

H. Change in Contract Elements

39. Change in the Facilities

39.1 Introducing a Change

39.1.1 Subject to GC Sub-Clauses 39.2.5 and 39.2.7, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities hereinafter called "Change", provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.

39.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer with a copy to the Project Manager, any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Employer may at its discretion approve or reject any Change proposed by the Contractor, provided that the Employer shall approve any Change proposed by the Contractor to ensure the safety of the Facilities.

39.1.3 Notwithstanding GC Sub-Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GC Sub-Clauses 39.2 and 39.3, and further details and forms are provided in the Employer's Requirements (Forms and Procedures).

39.2 Changes Originating from Employer

39.2.1 If the Employer proposes a Change pursuant to GC Sub-Clause 39.1.1, it shall send to the Contractor a "Request for Change Proposal," requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

- (a) brief description of the Change

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- (b) effect on the Time for Completion
- (c) estimated cost of the Change
- (d) effect on Functional Guarantees (if any)
- (e) effect on the Facilities
- (f) effect on any other provisions of the Contract.

39.2.2 Prior to preparing and submitting the "Change Proposal," the Contractor shall submit to the Project Manager an "Estimate for Change Proposal," which shall be an estimate of the cost of preparing and submitting the Change Proposal.

Upon receipt of the Contractor's Estimate for Change Proposal, the Employer shall do one of the following:

- (a) accept the Contractor's estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal
- (b) advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate
- (c) advise the Contractor that the Employer does not intend to proceed with the Change.

39.2.3 Upon receipt of the Employer's instruction to proceed under GC Sub-Clause 39.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GC Sub-Clause 39.2.1.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the Parties thereto shall agree on specific rates for the valuation of the Change.

39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen percent (15%), the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer shall withdraw the proposed Change and shall notify the Contractor in writing thereof.

The Contractor's failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.

39.2.6 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such

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agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.

If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with GC Sub-Clause 39.2.2.

39.2.7 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The Parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the Parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Dispute Board in accordance with the provisions of GC Sub-Clause 45.1.

39.3 Changes Originating from Contractor

39.3.1 If the Contractor proposes a Change pursuant to GC Sub-Clause 39.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GC Sub-Clause 39.2.1.

Upon receipt of the Application for Change Proposal, the Parties shall follow the procedures outlined in GC Sub-Clauses 39.2.6 and 39.2.7. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.

40. **Extension of Time for Completion**

40.1 The Time(s) for Completion specified in the PC pursuant to GC Sub-Clause 8.2 shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the Facilities as provided in GC Clause 39;
- (b) any occurrence of Force Majeure as provided in GC Clause 37, unforeseen conditions as provided in GC Clause 35, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GC

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Sub-Clause 32.2;

- (c) any suspension order given by the Employer under GC Clause 41 hereof or reduction in the rate of progress pursuant to GC Sub-Clause 41.2;
- (d) any changes in laws and regulations as provided in GC Clause 36;
- (e) any default or breach of the Contract by the Employer, Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, or any activity, act or omission of the Employer, or the Project Manager, or any other contractors employed by the Employer;
- (f) any delay on the part of a sub-contractor, provided such delay is due to a cause for which the Contractor himself would have been entitled to an extension of time under this sub-clause;
- (g) delays attributable to the Employer or caused by customs; or
- (h) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

40.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension, as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to GC Sub-Clause 45.1.

40.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

40.4 In all cases where the Contractor has given a notice of a claim for an extension of time under GC 40.2, the Contractor shall consult with the Project Manager in order to determine the steps (if any) which can be taken to overcome or minimize the actual or anticipated delay. The Contractor shall thereafter comply with all reasonable instructions which the Project Manager shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra costs and the Contractor is entitled to an extension of time under GC 40.1, the amount of such extra costs shall be added to the Contract Price.

41. Suspension

41.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation, except those which are necessary for the care or

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preservation of the Facilities, until ordered in writing to resume such performance by the Project Manager.

If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GC Clause 39, excluding the performance of the suspended obligations from the Contract.

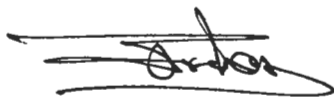
If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GC Clause 39 or, where it affects the whole of the Facilities, as termination of the Contract under GC Sub-Clause 42.1.

41.2 If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or
- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities,

then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

- 41.3 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GC Clause 41, then the Time for Completion shall be extended in accordance with GC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of



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the Contractor's default or breach of the Contract.

- 41.4 During the period of suspension, the Contractor shall not remove from the Site any Plant, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Employer.

42. Termination

42.1 Termination for Employer's Convenience

42.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GC Sub-Clause 42.1.

42.1.2 Upon receipt of the notice of termination under GC Sub-Clause 42.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination:

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below;
- (c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
- (d) subject to the payment specified in GC Sub-Clause 42.1.3,
 - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination;
 - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and
 - (iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

42.1.3 In the event of termination of the Contract under GC Sub-Clause 42.1.1, the Employer shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the

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Site and in the repatriation of the Contractor's and its Subcontractors' personnel;

- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GC Sub-Clause 42.1.2; and
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third Parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

42.2 Termination for Contractor's Default

42.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GC Sub-Clause 42.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GC Clause 43.
- (c) if the Contractor, in the judgment of the Employer, has engaged in corrupt, collusive, coercive, or fraudulent practices, as defined in GC Clause 6, in competing for or in executing the Contract.

42.2.2 If the Contractor:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended, other than pursuant to GC Sub-Clause 41.2, the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GC Sub-Clause 18.2 at rates of

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progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GC Sub-Clause 42.2.

42.2.3 Upon receipt of the notice of termination under GC Sub-Clauses 42.2.1 or 42.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition,
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below,
- (c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination,
- (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors,
- (e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

42.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third Party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor

in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

42.2.5 Subject to GC Sub-Clause 42.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GC Sub-Clause 42.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

42.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GC Sub-Clause 42.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GC Sub-Clause 42.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GC Sub-Clause 42.2.5, the Employer shall pay the balance to the Contractor.

The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

42.3 Termination by the Contractor

42.3.1 If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or
- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary

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for the execution and/or completion of the Facilities,

then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GC Sub-Clause 42.3.1, forthwith terminate the Contract.

42.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GC Sub-Clause 42.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

42.3.3 If the Contract is terminated under GC Sub-Clauses 42.3.1 or 42.3.2, then the Contractor shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii);
- (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractors' personnel from the Site; and
- (d) subject to the payment specified in GC Sub-Clause 42.3.4,
 - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination;
 - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and
 - (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

42.3.4 If the Contract is terminated under GC Sub-Clauses 42.3.1 or 42.3.2, the Employer shall pay to the Contractor all payments specified in GC Sub-Clause 42.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

42.3.5 Termination by the Contractor pursuant to this GC Sub-Clause 42.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GC Sub-Clause 42.3.

42.4 In this GC Clause 42, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant acquired, or subject to a legally binding obligation to purchase, by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

42.5 In this GC Clause 42, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment.

43. Assignment

43.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, assign to any third Party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I. Claims, Disputes and Arbitration

44. Contractor's Claims

44.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than twenty-eight (28) days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of twenty-eight (28) days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the

record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

Within forty-two (42) days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- (c) the Contractor shall send a final claim within twenty-eight (28) days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

Within forty-two (42) days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

The Project Manager shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GC Clause 40, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

In the event that the Contractor and the Employer cannot agree on any matter relating to a claim, either Party may refer the matter to the Dispute Board pursuant to GC 45 hereof.

45. Disputes and 45.1 Appointment of the Dispute Board

Arbitration

Disputes shall be referred to a DB for decision in accordance with GC Sub-Clause 45.3. The Parties shall appoint a DB by the date **stated in the PC**.

The DB shall comprise, as stated in the PC, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of activities involved in the performance of the Contract and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons, one of whom shall serve as chairman.

If the Parties have not jointly appointed the DB twenty-one (21) days before the date **stated in the PC** and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members is **included in the PC**, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire at the end of the Defect Liability Period as specified in GC Sub-Clause 27.2.

45.2 Failure to Agree on the Composition of the Dispute Board

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of GC Sub-Clause 45.1,
- (b) either Party fails to nominate a member (for approval by the other Party) of a DB of three persons by such date,
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or
- (d) the Parties fail to agree upon the appointment of a

replacement person within forty-two (42) days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

then the appointing entity or official **named in the PC** shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

45.3 Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with the performance of the Contract, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given under this Sub-Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).

Within eighty-four (84) days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue with the performance of the Facilities in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within twenty-eight (28) days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of eighty-four (84) days (or as otherwise approved) after receiving such reference, then either Party may, within twenty-eight (28) days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.

In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in GC Sub-Clauses 45.6 and 45.7, neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.

If the DB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within twenty-eight (28) days after it received the DB's

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decision, then the decision shall become final and binding upon both Parties.

45.4 Amicable Settlement

Where notice of dissatisfaction has been given under GC Sub-Clause 45.3 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth (56) day after the day on which notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.

45.5 Arbitration

Unless **indicated otherwise in the PC**, any dispute not settled amicably and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties, arbitration shall be conducted as follows:

- (a) For contracts with foreign contractors:
 - (i) international arbitration with proceedings administered by the international arbitration institution **appointed in the PC**, in accordance with the rules of arbitration of the appointed institution;
 - (ii) the place of arbitration shall be the city where the headquarters of the appointed arbitration institution is located or such other place selected in accordance with the applicable arbitration rules; and
 - (iii) the arbitration shall be conducted in the language of communications defined in Sub-Clause 5.3; and
- (b) For contracts with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision of the DB, relevant to the dispute. Nothing shall disqualify the Project Manager from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Project Manager and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

45.6 Failure to Comply with Dispute Board's Decision

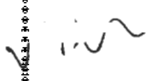
In the event that a Party fails to comply with a DB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the

failure itself to arbitration under GC Sub-Clause 45.5. GC Sub-Clauses 45.3 and 45.4 shall not apply to this reference.

45.7 Expiry of Dispute Board's Appointment

If a dispute arises between the Parties in connection with the performance of the Contract, and there is no DB in place, whether by reason of the expiry of the DB's appointment or otherwise:

- (a) GC Sub-Clauses 45.3 and 45.4 shall not apply, and
- (b) the dispute may be referred directly to arbitration under GC Sub-Clause 45.5.


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APPENDIX

General Conditions of Dispute Board Agreement

1. Definitions

Each "Dispute Board Agreement" is a tripartite agreement by and between:

the "Employer";

the "Contractor"; and

the "Member" who is defined in the Dispute Board Agreement as being:

- (i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or
- (ii) one of the three persons who are jointly called the "DB" (or "Dispute Board") and, where this is the case, the other two persons are called the "Other Members".

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Project Manager. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or the Project Manager, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;

- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Project Manager, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with GC Sub-Clause 45.3;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Project Manager regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Facilities (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he/she is exempt from liability under the preceding paragraph.

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Whenever the Employer or the Contractor refers a dispute to the DB under GC Sub-Clause 45.3, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 days' notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
 - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
 - (ii) each working day on site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five (5) percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the Parties fail to agree on the retainer fee or the daily fee the appointing entity or official named in the PC shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a

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brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in accordance with GC Sub-Clause 12.3.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 concerning his impartiality or independence in relation to the Employer or the Contractor, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

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Annex**DISPUTE BOARD GUIDELINES**

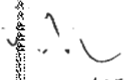
1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Project Manager and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
5. If any dispute is referred to the DB in accordance with GC Sub-Clause 45.3, the DB shall proceed in accordance with GC Sub-Clause 45.3 and these Guidelines. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Project Manager, and to proceed in the absence of any Party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
8. The Employer and the Contractor empower the DB, among other things, to:
 - (a) establish the procedure to be applied in deciding a dispute,
 - (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any.

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- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures,
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute, and
- (i) appoint, should the DB so consider necessary and the Parties agree, a suitable expert at the cost of the Parties to give advice on a specific matter relevant to the dispute.

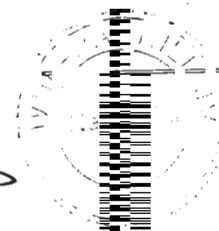
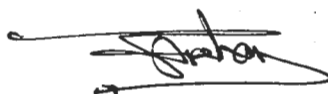
9. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with GC Sub-Clause 45.3, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.


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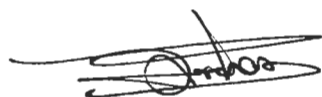
**Technical Specifications
(Separate Volume)**

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**Drawings
(Separate Volume)**

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Other Bidding Forms Submitted with Bid



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JICA Funded Guwahati Water Supply Project

GWSP/C#03

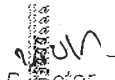


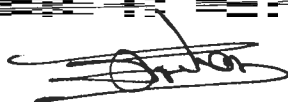
Technical Proposal

Technical Schedule I: Statement of Technical Alternatives

Technical Schedule II: Technical Parameters to be proposed by the Bidder

- | | |
|---------------|--|
| Schedule II A | A.1 Schematic Flow Diagram
A.2 General Layout Plan
A.3 Hydraulic Profile of Water Treatment Plant
A.4 Single Line Diagram
A.5 Architecture of SCADA System |
| Schedule II B | Details of Raw water Intake Structure, Transmission Main, Water Treatment Plant and Clear Water Reservoir |
| Schedule II C | Major Mechanical Equipment |
| Schedule II D | Electrical and Instrumentation / Control Equipment |
| Schedule VII | Construction Schedule |
| Others | Electrical Load List and Transformer Sizing |


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Schedule I - Statement of Technical Alternatives

(To be submitted under the separate sealed envelope)

1	General Requirements			Not Applicable	
2	Scope of Work			Not Applicable	
3	Civil, Building and Road Works			Not Applicable	
4	Piping			Not Applicable	
5	Gates and Valves			Not Applicable	
6	Mechanical Equipment			Not Applicable	
7	Electrical Equipment			Not Applicable	
8	Instrumentation, Automation and Control Systems			Not Applicable	
9	Intake Structure and Raw Water Pump Station			Not Applicable	
10	Water Treatment Plant (with Clear Water Pump Station)			Not Applicable	
11	Interception and Diversion Drain			Not Applicable	

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12	Quality Assurance and quality Control			Not Applicable	
13	Erection, Testing and Commissioning			Not Applicable	
14	Operation and Maintenance			Not Applicable	
15	Environmental and Social Requirements			Not Applicable	

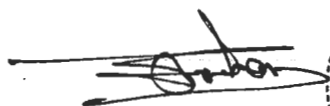


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TECHNICAL PROPOSAL
SCHEDULE – II : TECHNICAL PARAMETERS TO BE PROPOSED BY
BIDDER



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