

## Appendix 2 - Price Adjustment

### 2.1 Price Adjustment Formula

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

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

in which:

$P_1$  = adjustment amount made every six (6) months, or part thereof, payable to the Contractor

$P_0$  = Contract Price (base price)

$a$  = fixed element representing profit and overhead in Contract Price ( $a = \_ \%$ )

$b$  = estimated percent of labor portion in Contract Price ( $b = \_ \%$ )

$c_1$  = estimated percent of material portion (Steel) in Contract Price ( $c_1 = \_ \%$ )

$c_2$  = estimated percent of material portion (other material) in Contract Price ( $c_2 = \_ \%$ )

$d$  = estimated percent of plant & equipment component in Contract Price ( $d = \_ \%$ )

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

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

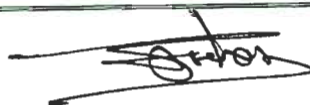
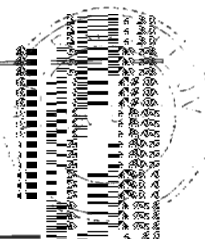
$MA_0, MA_1$  = cost index for the major raw materials i.e. other than steel in the country of origin on the base date and the date for adjustment, respectively

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

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

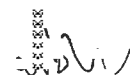


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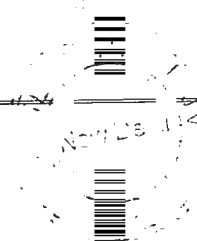



## Schedule of Adjustment Data

Adjustments for Changes in Cost and Legislation - Price Adjustment Factors	Symbol	Price Adjustment Factors as Provided Below (Bidder shall specify sources of cost indices where these are not specified below)
<b>For costs incurred in India and/or paid in Indian Rupees:</b>		
<ul style="list-style-type: none"> <li>Cost Index for Labor</li> </ul>	L	The Consumer Price Index for Industrial Workers for the month in which the adjustment date falls, published by Government of India Ministry of Labour & Employment, Labour Bureau for Guwahati. (Base : 2001 = 100)
<ul style="list-style-type: none"> <li>Cost Index for Materials, other than steel</li> </ul>	MA	The average wholesale price indexes for the following major materials for the month in which the adjustment date falls, as published by the Reserve Bank of India for India (Base year: 1993-94 = 100): <ul style="list-style-type: none"> <li><b>Concrete Work:</b> Cement, Stone Aggregate</li> <li><b>Road Work:</b> Stone Aggregate, Bitumen</li> <li><b>Masonry Work:</b> Brick</li> <li><b>Plastic Pipes:</b> PVC (as per bidder's proposal)</li> </ul>
<ul style="list-style-type: none"> <li>Cost Index for Materials - steel (applicable only for steel supplied for pipe manufacture and structural reinforcing bars)</li> </ul>	MS	The average wholesale price index for iron and steel for the month in which the adjustment date falls, as published by the Reserve Bank of India for India (Base: 1993-94 = 100)
<ul style="list-style-type: none"> <li>Cost Index for Equipment Operation (fuel and lubricants)</li> </ul>	E	The average wholesale price index for fuel, power, light and lubricants for the month in which the adjustment date falls, as published by the Reserve Bank of India for India (Base: 1993-94 = 100)
<b>For costs incurred outside India and/or paid in Foreign Currency:</b>		
<ul style="list-style-type: none"> <li>Cost Index for Labor</li> </ul>	L	(Bidder to specify source of Index and provide copy of the most recent Cost Index along with the Bid)
<ul style="list-style-type: none"> <li>Cost Index for Materials, other than steel</li> </ul>	MA	(Bidder to specify source of Index and provide copy of the most recent Cost Index along with the Bid)
<ul style="list-style-type: none"> <li>Cost Index for Materials - steel (applicable only for steel supplied for pipe manufacture and structural reinforcing bars)</li> </ul>	MS	(Bidder to specify source of Index and provide copy of the most recent Cost Index along with the Bid)
<ul style="list-style-type: none"> <li>Cost Index for Equipment Operation (fuel and lubricants)</li> </ul>	E	(Bidder to specify source of Index and provide copy of the most recent Cost Index along with the Bid)



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**2.2a Applicable Items/ Adjustment Factors (Work Contract):**

Refer to Attachment 5-2

**2.2b Schedule of Adjustment Factor (Operation & Maintenance):**

Refer to Attachment 5-2

**2.3 Conditions Applicable To Price Adjustment**

The Bidder shall indicate the source of labour and materials indexes and the base date indexes in its bid. The base date shall be the date twenty-eight (28) days prior to the Bid closing date.

The following conditions shall apply:

- (a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.
- (b) If the currency in which the Contract Price, P0, is expressed is different from the currency of the country of origin of the labor and/or materials indexes, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Contractor as an advance payment.

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## Appendix 3. Insurance Requirements

### (A) Insurances to Be Taken Out By the Contractor

In accordance with the provisions of GCC Clause 34, 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. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

#### (a) Transit Insurance

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount	Deductible limits	Parties insured	From	To
[in currency(ies)]	[in currency(ies)]	[names]	[place]	[place]
Cost of equipment	Nil	Contractor and Employer	Transit Port	Work site

#### (b) Erection All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with 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.

Amount	Deductible limits	Parties insured	From	To
[in currency(ies)]	[in currency(ies)]	[names]	[place]	[place]
Cost of Equipment	Nil	Contractor, Contractor's Subcontractors and Employer		Work Site

#### (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 (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

Amount	Deductible limits	Parties insured	From	To
[in currency(ies)]	[in currency(ies)]	[names]	[place]	[place]
Indian Rupees 1 million	Nil	Contractor, Contractor's Subcontractors and Employer		Work site

#### (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 supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

**(e) Workers' Compensation**

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

**(f) Employer's Liability**

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

**(g) Other Insurances**

The Contractor is also required to take out and maintain at its own cost the following insurances: Details:

Amount	Deductible limits	Parties insured	From	To
[in currency(ies)]	[in currency(ies)]	[names]	[place]	[place]
None				

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

**(B) Insurances To Be Taken Out By The Employer**

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Details:

*[Handwritten signature]*

Amount	Deductible limits	Parties insured	From	To
[in currency(ies)]	[in currency(ies)]	[names]	[place]	[place]
None				

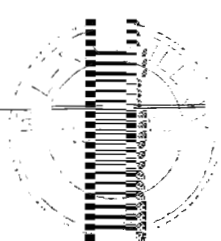
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**(C) Insurances To Be Taken Up By The Contractor During O&M Period**

The Contractor shall at its expense take out and maintain in effect during the performance of the Operation and Maintenance Contract, without limiting his or the Employer's obligations and responsibilities, the following insurances.

- i. The work together with all plant and material for incorporation therein, to the full replacement cost including the Contractor's overhead and profit.
- ii. The Contractor's equipment and other assets brought onto site by the Contractor, for a sum sufficient to provide for their replacement at the site.
- iii. Insurance against sickness, diseases, body injury or death of any persons which may occur during operation and maintenance period.
- iv. The insurance shall be in the joint names of the Contractor and the Employer at the Contractor's cost and shall cover the Employer and the Contractor against all losses or damages from whatsoever cause from the start of the O&M Period until the date of completion of O&M Period in respect to the facilities or any sections or parts thereof as the case may be.

*[Handwritten signature]*



- v. Any amounts not insured or not recovered from the insurer shall be borne by the Contractor.



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## Appendix 4. Time Schedule

S. No.	Description of Milestones	Time for Completion from the date of Receipt of LTC
1	Mobilization to the site and establishment of field office and quality control laboratory	6 Weeks
2	Basic Design and Drawings	6 Weeks
3	Detailed designs and drawings	6 Months
4	Completion of civil works	26 Months
5	Completion of installation of plant and equipment	28 Months
6	Completion of trial run and precommissioning of the treatment plant	30 Months
7	Completion of commissioning, performance guarantee test and taking over by the Employer	32 Months

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## Appendix 5. List of Major Items of Plant and Installation Services and List of Approved Subcontractors

Subcontractors, if any, and Manufacturers / vendors shall be approved as per specifications / Employer's requirements during detailed design stage

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Project Inspector  
Project Implementation (P.I.U.)  
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## Appendix 6. Scope of Works and Supply by the Employer

### Work Contract Period:

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, and the provisions of GC Clauses 10, 21 and 24 shall apply as appropriate.

**Not Applicable**

### O & M Contract Period:

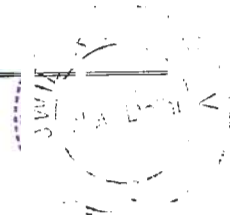
All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GC Sub-Clause 18.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

**Personnel:** Not Applicable  
**Facilities:** Not Applicable  
**Works:** Not Applicable  
**Supplies:** Electric Power  
Chemicals for treatment process

*J.S.*  
 Director  
Project Implementation Unit (PIU)  
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## Appendix 7. List of Documents for Approval or Review

### As per Schedule III of Section IVB

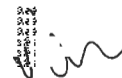
Pursuant to GC Sub-Clause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GC Sub-Clause 18.2 (Program of Performance), the following documents for:

#### (A) Approval

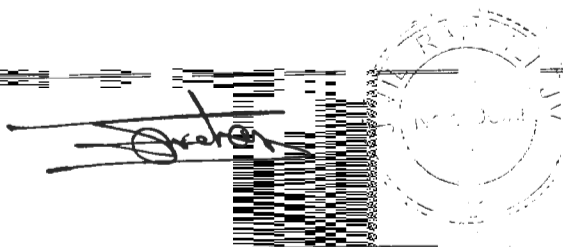
1. Work Program and Construction Schedule
2. Preparation Works –Temporary Facilities
3. Surveys
4. Definitive Design
5. Detailed Design
6. Shop Drawings/Working Drawings
7. Testing
8. Any other items required in the Contract Documents including technical Specifications

#### (B) Review

1. Work Program and Construction Schedule
2. Preparation Works –Temporary Facilities
3. Surveys
4. Definitive Design
5. Detailed Design
6. Shop Drawings/Working Drawings
7. Testing
8. Any other items required in the Contract Documents including technical Specifications



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## Appendix 8. Functional Guarantees

### 1. General

This Appendix sets out:

- (a) the functional guarantees referred to in GC Clause 28 (Functional Guarantees);
- (b) the preconditions to the validity of the functional guarantees, either in production and/or consumption, set forth below;
- (c) the minimum level of the functional guarantees; and
- (d) the formula for calculation of liquidated damages for failure to attain the functional guarantees.

### 2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

As given in Technical Specifications

### 3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

#### 3.1 Production Capacity

As given in Technical Specifications

and/or

#### 3.2 Raw Materials and Utilities Consumption

As given in Technical Specification

### 4. Failure in Guarantees and Liquidated Damages

#### 4.1 Failure to Attain Guaranteed Production Capacity

If the production capacity of the facilities attained in the guarantee test, pursuant to GC Sub-Clause 25.2, is less than the guaranteed figure specified in para. 3.1 above, but the actual production capacity attained in the guarantee test is not less than the minimum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to the Employer in lieu of making changes, modifications and/or additions to the Facilities, pursuant to GC Sub-Clause 28.3, then the Contractor shall pay liquidated damages at the rate of :

Quantity – 2% of Contract Price, for every complete one percent (1%) of the deficiency in the production capacity of the facilities, or at the proportionally reduced rate for any deficiency, or part thereof for less than a complete one percent (1%).

Quantity – 3% of Contract Price, for every complete ten percent (10%) of the deficiency in achieving quality of treated water, or at the proportionally reduced rate for any deficiency, or part thereof for less than a complete ten percent (10%).

#### 4.2 Raw Materials and Utilities Consumption in Excess of Guaranteed Level

If the actual measured figure of specified raw materials and utilities consumed per unit (or their average total cost of consumption) exceed the guaranteed figure specified in para. 3.2 above (or their specified average total cost of consumption), but the actual consumption attained in the guarantee test, pursuant to GC Sub-Clause 25.2, is not more than the maximum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to the Employer in lieu of compensation of excess operational cost due to excess consumption of the above materials pursuant to GC Sub-Clause 28.3, then the Contractor shall pay liquidated damages at the rate of :

Power: Liquidated damages shall be the charges for extra power consumed and billed by the local power supply utility in accordance with the following formula.

$$LDp = Cp1 + Cp2 + Cp3 \dots \dots \dots + Cp15$$

*[Handwritten Signature]*



where: LDp is liquidated damage to be paid by the Contractor for extra power consumption  
 Cpn is the LDp of the respective years calculated as

$$Cp = P \times Q \times F$$

where; P: Excess power cost per 1 m3/day of production by raw water and clear water pumps

Q: Annual production capacity by years as specified in Sub-Section 1

F: Inflation factor calculated from the date of completion (issuance of Operational Acceptance Certificate)

$$F = 1/(1+r)^n$$

r: Inflation rate at 8% per annum

n: number of years from the date of Operational Acceptance

Chemicals: Liquidated damages shall be changed for extra chemical cost due to extra consumption of chemicals, including Alum, Polymer and Chlorine, in accordance with the following formula

$$LDc = Cc1 + Cc2 + Cc3 \dots\dots\dots + Cc15$$

where: LDc is liquidated damage to be paid by the Contractor for extra chemical consumption

Ccn is LDc of respective years calculated as

$$Cc = C \times Q \times F$$

Where; C: Excess chemical cost per 1 m3/day of production

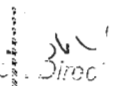
Q: Annual production capacity by years as specified in Sub-Section 6.1

F: Inflation factor calculated from the date of completion (issuance of Operational Acceptance Certificate)

$$F = 1/(1+r)^n$$

r: Inflation rate at 8% per annum

n; number of years from the date of Operational Acceptance

  
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for every complete one percent (1%) of the deficiency in the production capacity of the facilities, or at the proportionally reduced rate for any deficiency, or part thereof, of less than a complete one percent (1%)

*[The rate of liquidated damages specified in paras. 4.1 and 4.2 above shall be at least equivalent to the rate specified in Section III, Evaluation and Qualification Criteria for the comparison of functional guarantees provided by the Bidders.]*

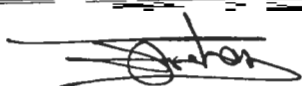
**4.3 Minimum Levels**

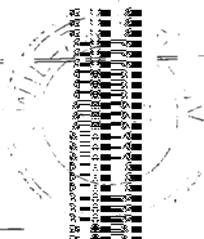
Notwithstanding the provisions of this paragraph, if as a result of the guarantee test(s), the following minimum levels of performance guarantees (and consumption guarantees) are not attained by the Contractor, the Contractor shall at its own cost make good any deficiencies until the Facilities reach any of such minimum performance levels, pursuant to GC Sub-Clause 28.2:

- (a) production capacity of the Facilities attained in the guarantee test: ninety-five percent (95%) of the guaranteed production capacity (the values offered by the Contractor in its bid for functional guarantees represents 100%).

and/or

- (b) average total cost of consumption of all the raw materials and utilities of the Facilities: one hundred and five percent (105%) of the guaranteed figures (the figures offered by the Contractor in its bid for functional guarantees represents 100%).





**4.4 Limitation of Liability**

Subject to para. 4.3 above, the Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed **Ten percent ( 10 % )** of the Contract price.

*Project Director*  
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JICA Funded Guwahati Water Supply Project

*[Handwritten Signature]*  


**FORMS**

Project: [unclear]  
Contract Implementation  
JICA Funded Guwahati Water [unclear]

*[Handwritten signature]*  
[Circular stamp with text: "Guwahati Water Supply Project"]

## Performance Security – Bank Guarantee

[insert Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** The Chief Executive Officer,  
JICA ODA Loan Project  
Guwahati Metropolitan Development Authority,  
3<sup>rd</sup> Floor, Statefed Building, G.M.C.H Road, Bhangagarh,  
Guwahati-781005, Assam, India

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that **M/s JWIL-Ranhill JV** (hereinafter called "the Contractor") has entered into Contract No. [insert reference number of the contract] dated [insert date of the contract] with you, for the execution of Procurement of Turnkey Contract-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 & maintenance (Contract Package No. C-03) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of INR 128,272,544 (Indian Rupees One Hundred Twenty Eight Million Two Hundred Seventy Two Thousand Five Hundred and Forty Four Rupees Only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand of the sum specified therein.

This guarantee shall be reduced by half upon our receipt of:

- (a) a copy of the Operational Acceptance Certificate; or
- (b) a registered letter from the Contractor (i) attaching a copy of its notice requesting issuance of the Operational Acceptance Certificate and (ii) stating that the project manager has failed to issue such Certificate within the time required or provide in writing justifiable reasons why such Certificate has not been issued, so that Operational Acceptance is deemed to have occurred.

This guarantee shall expire no later than the earlier of:

- (a) twelve months after our receipt of either (a) or (b) above; or
- (b) eighteen months after our receipt of:
  - (i) a copy of the Completion Certificate;
  - (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies;
  - (iii) a registered letter from the Contractor stating that no Completion Certificate has been issued but the Employer is making use of the Facilities; or
- (c) the 15 day of January, 2016.

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

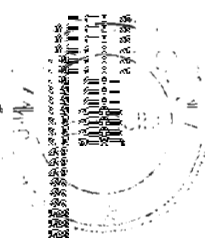
The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

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

*[Signature]*





## Advance Payment Security – Bank Guarantee

[insert Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** The Chief Executive Officer,  
JICA ODA Loan Project  
Guwahati Metropolitan Development Authority,  
3<sup>rd</sup> Floor, Staetfed Building, G.M.C.H Road, Bhangagarh,  
Guwahati-781005, Assam, India

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that **M/s JWIL-Ranhil JV** (hereinafter called "the Contractor") has entered into Contract No. [insert reference number of the contract] dated [insert date of the contract] with you, for the execution of Procurement of Turn Key Contract-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 (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of **INR 128,272,544** (Indian Rupees One Hundred Twenty Eight Million Two Hundred Seventy Two Thousand Five Hundred and Forty Four Only) is to be made against an advance payment guarantee.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **INR 128,272,544** (Indian Rupees One Hundred Twenty Eight Million Two Hundred Seventy Two Thousand Five Hundred and Forty Four Only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than toward the execution of the Works.


It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on his account number [insert account number] at [insert name and address of Bank].

This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance payment, or on the 15 day of May, 2014, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed six month, in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s) name of bank or financial institution]



## Performance Security (O & M) – Bank Guarantee<sup>1</sup>

[insert Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** The Chief Executive Officer,  
JICA ODA Loan Project  
Guwahati Metropolitan Development Authority,  
3<sup>rd</sup> Floor, Statefed Building, G.M.C.H Road, Bhangagarh,  
Guwahati-781005, Assam, India

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that **M/s JWIL-Ranhill JV** (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated \_\_\_\_\_ with you, for the execution of 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 including 5 years Operation & maintenance (Contract Package No. C-03) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of INR 10,274,400 (Indian Rupees Ten Million Two Hundred Seventy Four and Four Hundred Only), upon receipt by our office/branch [Name of Issuing Bank] Guwahati, Assam, India where this guarantee is encashable / payable, of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire after the

- a. The issue of Final Contract Certificate
- b. Three months later than expiry of the O&M Contract


Consequently, any demand for payment under this guarantee must be received by our office [Name of Issuing Bank] at Guwahati, Assam, India on or before that date.

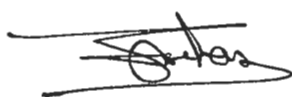
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

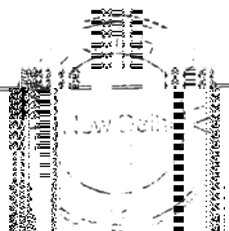
Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

<sup>1</sup> The Employer should insert either the Bank Guarantee (4.1) or the Conditional Guarantee (4.2).

## Forms of Certificates

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





# Form of Initial Completion Certificate

Date: \_\_\_\_\_

Loan No: \_\_\_\_\_

Contract No: \_\_\_\_\_

[Name of Contract]

To: [Name and address of Contractor]

Dear Ladies and/or Gentlemen,

Pursuant to GCC Clause 24 (Initial Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated [date], relating to the [brief description of the Facilities], we hereby notify you that the following part(s) of the Facilities was (were) initially complete on the date specified below, and that, in accordance with the terms of the Contract.

- 1. Description of the Facilities or part thereof: [description]
- 2. Date of Initial Completion: [date]

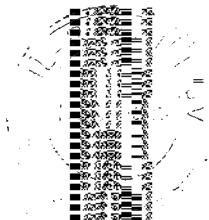
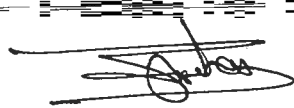
By this certificate contractor is requested to arrange necessary provisions for commissioning so as to commence the commissioning immediately..

Very truly yours,

\_\_\_\_\_  
Title  
(Employer's Representative)



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



## Form of Completion Certificate

Date: \_\_\_\_\_

Loan No: \_\_\_\_\_

Contract No: \_\_\_\_\_

[Name of Contract]

To: [Name and address of Contractor]

Dear Ladies and/or Gentlemen,

Pursuant to GCC Sub-clause 25.2 of the General Conditions of the Contract entered into between yourselves and the Employer dated [date], relating to the [brief description of the Facilities], we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: [description]
2. Date of Completion: [date]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

\_\_\_\_\_  
Title  
(Employer's Representative)

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

# Form of Operational Acceptance Certificate

Date: \_\_\_\_\_

Loan No: \_\_\_\_\_

Contract No: \_\_\_\_\_

[Name of Contract]

To: [Name and address of Contractor]

Dear Ladies and/or Gentlemen,

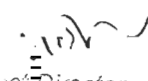
Pursuant to GCC Sub-Clause 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated [date], relating to the [brief description of the Facilities], we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

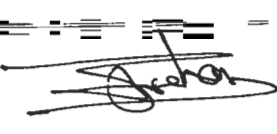
1. Description of the Facilities or part thereof: [description]
2. Date of Operational Acceptance: [date]

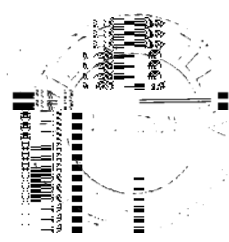
This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

\_\_\_\_\_  
 Title  
 (Employer's Representative)

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





## Form of Work Contract Completion Certificate

Date:

Loan No.:

Contract No.:

[Name of Contract]

To: [Name and address of Contractor]

Dear Ladies and/or Gentlemen,

Pursuant to GCC Clause 27 (Defect Liability) of the General Conditions of the Contract entered into between [Name of Contractor] and the Employer dated [date], relating to the Work Contract for [brief description of the Facilities and Title of Contract], we hereby notify you that the defect liability period has been completed without any defects and/or deficiencies or satisfactory completion of works for rectifying defects and/ or deficiencies as notified. .

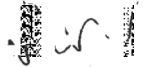
1. Description of the Facilities or part thereof:
2. Date of Work Contract Completion

By this letter, it is notified that your obligations to the Work Contract have been released.

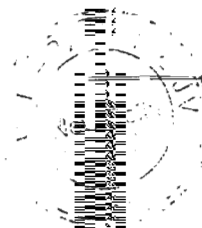
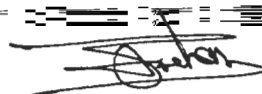
Very truly yours,

Title

[Employers Representative]



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



## Form of Final Completion Certificate

Date:

Loan No.:

Contract No.:

[Name of Contract]

To: [Name and address of Contractor]

Dear Ladies and/or Gentlemen,

Pursuant to PCC Clause 46 (Final Contract Completion Certificate on Completion of Operation and Maintenance Period) and 47 (Completion of Operation and Maintenance Services) of the Particular Conditions of the Contract entered into between [Name of Contractor] and the Employer dated [date], relating to the Work Contract for [brief description of the Facilities and Title of Contract], we hereby notify you that the service have been completed satisfactorily.

1. Description of the Facilities or part thereof:
2. Date of Work Contract Completion

By this letter, it is notified that all of your obligations to the Contract have been released.

Very truly yours,

Title  
[Employers Representative]

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

