

JICA assisted Guwahati Water Supply Project (ID P-201)

Contract Package No. C-7A1, 7A2, 7B1 to 7B4 - Procurement of Works (Item rate) for Supply, Installation & Commissioning of MS & HDPE Pipes and Installation & Commissioning of the Employer furnished DI Pipes for the balance works under the Distribution Network in Narkasur and Sonaighuli area of South-Central Zone.

Addendum No. 1

Sl. No.	Section / Page No.	As per Original Bidding Document	To be read as
1	Particular Conditions - Performance Security – Sub clause 4.2 of Particular Conditions	The Performance Security will be for a value of 10% of the Accepted Contract Amount, in the currency of the Contract. The Performance Security shall be in the form of the unconditional Guarantee attached hereto in the section IX- Contract Forms, issued by a Scheduled or Nationalized bank located in the Employer's Country, or by a foreign bank having its office in Employer's Country and acceptable to the Employer.	<p>The Performance Security will be for a value of 10% of the Accepted Contract Amount, excluding the provisional sum.</p> <p>Initially, before signing the contract, the Contractor shall furnish the Performance Security for a value of 5% of the contract price, excluding provisional sum, in the form of the unconditional Guarantee attached hereto in the section IX- Contract Forms, issued by a Scheduled or Nationalized bank located in the Employer's Country, or by a foreign bank having its office in Employer's Country and acceptable to the Employer.</p> <p>The remaining 5% will be deducted from each running Bill, till total deduction reaches 5% of the contract price, excluding provisional sum.</p>
2	Advance payment – Clause 14.2 of Particular Conditions	The Employer shall make an advance payment, as an interest-free loan for mobilisation and design, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, guarantee, the number and timing of instalment and the applicable currencies and proportions, shall be as below: 10% of the Accepted Contract Amount, excluding Provisional Sums and shall be paid in two equal instalments of 5% each in the applicable currencies and Proportions. The unconditional and irrevocable Bank Guarantee shall be for an amount equal to each instalment of Advance payment in the form annexed to the Contract Forms or in another form approved by the Employer. Such Guarantee shall be issued by a Nationalized or Scheduled Bank located in India, acceptable to the Employer. The Contractor shall ensure that the	<p><u>Amended as below:</u></p> <p>The Employer shall make an advance payment, as an interest-free loan for mobilisation and design, at 10% of total cost excluding provisional sum, in two instalments of 5% each, ie., (i) after initial mobilization and (ii) after achieving 20% financial progress, against receipt of an unconditional Bank Guarantee from the Contractor for an equivalent amount, in the format attached.</p>

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		<p>guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.</p> <p>First Instalment: The Employer shall release the first instalment after: a. Submission of Performance Security in accordance with Sub-Clause 4.2. b. Execution of the Contract Agreement by the parties hereto. c. Submission of the proposed Construction Programme. d. Submission of mobilization schedule of the personnel & equipment. e. Submission of a Cash Flow Forecast for Project Completion.</p> <p>Payment of the amount due shall be made into the Bank Account, which the Contractor shall open as a dedicated Bank Account, exclusively for this contract in a Bank located at Guwahati. The Contractor shall use these funds for expenditures under the Contract, and the Employer or Engineer will be entitled to verify that the transactions from this account are used exclusively for the purpose for which they are intended. Second Instalment: a. Establishment of a reasonably equipped and functional site office, mobilization of the key personnel to the Site. b. Commenced construction work at the site in accordance with the approved construction program.</p>	
3	<p>Repayment amortization rate of advance payment-clause 14.2 (b) of Particular Conditions</p>	<p><u>Schedule of Repayment of Advance</u></p> <p>The advance payment shall be repaid through percentage deductions in the Interim payment Certificate as below:</p> <p>(a) Deductions shall commence in the Interim payment Certificate in which the total of all certified payment</p>	<p><u>Schedule of Repayment of Advance</u></p> <p>The advance (if availed by the contractor) shall be repaid through percentage deductions in the Interim payment Certificate [IPC], which shall commence in the next IPC following that the total certified interim payments exceeds 30% of the Accepted Contract Amount, at the</p>

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		<p>(excluding the advance payment and deductions and repayments of retention) exceeds twenty percent (20%) of the Accepted Contract Amount, less Provisional Sums; and</p> <p>(b) Deductions shall be made at the amortization rate of twenty five percent (25%) of the amount of each Interim Payment Certificate (excluding the advance payment and deductions and repayments of retention). Provided that, if the advance payments have not been fully repaid prior to:</p> <p>(i) the time when the total amount of all running payment reaches ninety percent (90%) of that portion of the Accepted Contract Amount, excluding Provisional Sums, or Time for Completion as per Sub-Clause 8.2 [Time for Completion], or</p> <p>(ii) Issue of Taking over Certificate [clause 10], or</p> <p>(iii) Termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be).</p> <p>Whichever, event occurs first as listed above; the whole of the balance outstanding recovery of Advance payment shall immediately become due and payable by the Contractor to the Employer. If the Contractor fails to pay such dues to the Employer within a reasonable time, as directed by the Employer, the Employer shall encash the Bank Guarantee towards Performance security for such Advance.</p>	<p>amortization rate of 20% of the amount of each IPC, provided that it shall be completely repaid prior to the time when 80% of the Accepted Contract Amount has been certified for payment and that the advance shall be completely repaid prior to the expiry of the Intended Completion Date. The Bank Guarantee shall remain effective until the advance payment has been fully repaid.</p> <p>Provided that, if the advance payments have not been fully repaid prior to:</p> <p>(i) the time when the total amount of all running payment reaches ninety percent (80%) of that portion of the Accepted Contract Amount, excluding Provisional Sums, or Time for Completion as per Sub-Clause 8.2 [Time for Completion], or</p> <p>(ii) Issue of Taking over Certificate [clause 10], or</p> <p>(iii) Termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be).</p> <p>Whichever, event occurs first as listed above; the whole of the balance outstanding recovery of Advance payment shall immediately become due and payable by the Contractor to the Employer. If the Contractor fails to pay such dues to the Employer within a reasonable time, as directed by the Employer, the Employer shall encash the Bank Guarantee towards Performance security for such Advance.</p>
4	Section IV: Form of Bid Security in page BF: Tech: 32 of Bid document for Package- C#7A1	Contract Package No. C#6A2	Contract Package No. C#7A1
5	Section IV: Form of Bid Security in page BF: Tech: 32 of Bid	Contract Package No. C#6A2	Contract Package No. C#7A2

Sl. No.	Section / Page No.	As per Original Bidding Document	To be read as
	document for Package- C#7A2.		
6	Section IV: Form of Bid Security in page BF: Tech: 32 of Bid document for Package- C#7B1.	Contract Package No. C#6A2	Contract Package No. C#7B1
7	Section IV: Form of Bid Security in page BF: Tech: 32 of Bid document for Package- C#7B3.	Contract Package No. C#6A2	Contract Package No. C#7B3.
8	Section IV: Form FIR-3: Financial Stability in page BF: Tech: 24 of Bid document for Package- C#7A1	Contract Package No. C#6A2	Contract Package No. C#7A1
9	Section IV: Form FIR-3: Financial Stability in page BF: Tech: 24 of Bid document for Package- C#7A2.	Contract Package No. C#6A2	Contract Package No. C#7A2
10	Section IV: Form FIR-3: Financial Stability in page BF: Tech: 24 of Bid document for Package- C#7B1.	Contract Package No. C#6A2	Contract Package No. C#7B1
11	Section IV: Form FIR-3: Financial Stability in page BF: Tech: 24 of Bid document for Package- C#7B3.	Contract Package No. C#6A2	Contract Package No. C#7B3.


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

Form FIR -3: Financial Stability

To demonstrate their financial stability, the Bidder shall submit an Affidavit in the following format along with the certificate from the Bidder’s Auditor / Chartered Accountant.

AFFIDAVIT

I/We, having my/our registered office at
....., submitting my/our Bid for the work of “Contract Package No. C-#7A1 - Procurement of Works (Item rate) for Supply, Installation & Commissioning of MS & HDPE Pipes and Installation & Commissioning of the Employer furnished DI Pipes for the balance works under the Distribution Network in Geeta Nagar area of South Central Zone.” certify that my/our firm have not applied for Corporate Debt Restructuring (CDR) or undergoing Insolvency Resolution Process or Recovery proceedings from financial institutions or facing winding up proceedings or those under BIFR in the last 3 financial years (2018-19 to 2020-21) and up to the date of bid submission.

Signature of the Authorized Signatory to the Bidder

Name of the Authorized Signatory to the Bidder

Name & Address of the Bidder

Date:

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Project Director, JICA Assisted Guwahati Water Supply Project 1st Floor, Tripti Tower, Ganeshguri, G.S. Road, Guwahati – 781 005..

IFB No. GWSP/LCB/C-7A1/2021-22/96

Date: *[Insert date of issue]*

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

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

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of "Contract Package No. C-7A1 - Procurement of Works (Item rate) for Supply, Installation & Commissioning of MS & HDPE Pipes and Installation & Commissioning of the Employer furnished DI Pipes for the balance works under the Distribution Network in *Geeta Nagar* area of South Central Zone."

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding documents.

This guarantee will expire and shall be returned: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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

[signature(s)]

Form FIR -3: Financial Stability

To demonstrate their financial stability, the Bidder shall submit an Affidavit in the following format along with the certificate from the Bidder's Auditor / Chartered Accountant.

AFFIDAVIT

I/We, having my/our registered office at
....., submitting my/our Bid for the work of "Contract Package No. C-#7A2 - Procurement of Works (Item rate) for Supply, Installation & Commissioning of MS & HDPE Pipes and Installation & Commissioning of the Employer furnished DI Pipes for the balance works under the Distribution Network in Geeta Nagar area of South Central Zone." certify that my/our firm have not applied for Corporate Debt Restructuring (CDR) or undergoing Insolvency Resolution Process or Recovery proceedings from financial institutions or facing winding up proceedings or those under BIFR in the last 3 financial years (2018-19 to 2020-21) and up to the date of bid submission.

Signature of the Authorized Signatory to the Bidder

Name of the Authorized Signatory to the Bidder

Name & Address of the Bidder

Date:

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Project Director, JICA Assisted Guwahati Water Supply Project 1st Floor, Tripti Tower, Ganeshguri, G.S. Road, Guwahati – 781 005.

IFB No. GWSP/LCB/C-7A2/2021-22/97

Date: *[Insert date of issue]*

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

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

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of "Contract Package No. C-7A2 - Procurement of Works (Item rate) for Supply, Installation & Commissioning of MS & HDPE Pipes and Installation & Commissioning of the Employer furnished DI Pipes for the balance works under the Distribution Network in *Geeta Nagar* area of South Central Zone."

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding documents.

This guarantee will expire and shall be returned: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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

[signature(s)]

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To demonstrate their financial stability, the Bidder shall submit an Affidavit in the following format along with the certificate from the Bidder’s Auditor / Chartered Accountant.

AFFIDAVIT

I/We, having my/our registered office at
, submitting my/our Bid for the
 work of *“Contract Package No. C-#7B1 - Procurement of Works (Item rate) for Supply, Installation & Commissioning of MS & HDPE Pipes and Installation & Commissioning of the Employer furnished DI Pipes for the balance works under the Distribution Network in Geeta Nagar area of South Central Zone.”* certify that my/our firm have not applied for Corporate Debt Restructuring (CDR) or undergoing Insolvency Resolution Process or Recovery proceedings from financial institutions or facing winding up proceedings or those under BIFR in the last 3 financial years (2018-19 to 2020-21) and up to the date of bid submission.

Signature of the Authorized Signatory to the Bidder

Name of the Authorized Signatory to the Bidder

Name & Address of the Bidder

Date:

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Project Director, JICA Assisted Guwahati Water Supply Project 1st Floor, Tripti Tower, Ganeshguri, G.S. Road, Guwahati – 781 005..

IFB No. GWSP/LCB/C-7B1/2021-22/98

Date: *[Insert date of issue]*

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

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

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of "Contract Package No. C-7B1 - Procurement of Works (Item rate) for Supply, Installation & Commissioning of MS & HDPE Pipes and Installation & Commissioning of the Employer furnished DI Pipes for the balance works under the Distribution Network in *Geeta Nagar* area of South Central Zone."

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding documents.

This guarantee will expire and shall be returned: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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[signature(s)]

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To demonstrate their financial stability, the Bidder shall submit an Affidavit in the following format along with the certificate from the Bidder’s Auditor / Chartered Accountant.

AFFIDAVIT

I/We, having my/our registered office at
....., submitting my/our Bid for the work of “Contract Package No. C-#7B3 - Procurement of Works (Item rate) for Supply, Installation & Commissioning of MS & HDPE Pipes and Installation & Commissioning of the Employer furnished DI Pipes for the balance works under the Distribution Network in Geeta Nagar area of South Central Zone.” certify that my/our firm have not applied for Corporate Debt Restructuring (CDR) or undergoing Insolvency Resolution Process or Recovery proceedings from financial institutions or facing winding up proceedings or those under BIFR in the last 3 financial years (2018-19 to 2020-21) and up to the date of bid submission.

Signature of the Authorized Signatory to the Bidder

Name of the Authorized Signatory to the Bidder

Name & Address of the Bidder

Date:

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Project Director, JICA Assisted Guwahati Water Supply Project 1st Floor, Tripti Tower, Ganeshguri, G.S. Road, Guwahati – 781 005..

IFB No. GWSP/LCB/C-7B3/2021-22/100

Date: *[Insert date of issue]*

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

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

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of "Contract Package No. C-6A2 - Procurement of Works (Item rate) for Supply, Installation & Commissioning of MS & HDPE Pipes and Installation & Commissioning of the Employer furnished DI Pipes for the balance works under the Distribution Network in *Geeta Nagar* area of South Central Zone."

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding documents.

This guarantee will expire and shall be returned: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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

[signature(s)]