

BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing & Commissioning
of Material Handling Equipment
for Project "Mumbai Metro Line-3"

JICA Loan Agreement No ID- P 268 dated 29/03/2018.

Bidding Documents

- PART 1- Bidding Procedures
- PART 2- Employer's Requirements
- PART 3- Conditions of Contract and Contract Forms
- PART 4- Drawings

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRC Line 3 Transit Office,
Wing 'A', 'E' Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai 400 051, India**



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PART 1 BIDDING PROCEDURES

Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Forms
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans

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**Mumbai Metro Rail Corporation Ltd
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Bidding Documents

Composition of Documents

Part 1	Bidding Procedure
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Forms
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
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A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Plant and Installation Services as specified in Section VI, Employer’s Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower **specified in the BDS** has applied for or received a Japanese ODA Loans from Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS**, toward the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the proceeds of the Loan to eligible payments under the Contract(s) for which these Bidding Documents are issued.
 - 2.2 Disbursement of a Japanese ODA Loans by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the Loan proceeds.
 - 2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
3. **Corrupt and Fraudulent Practices**
 - 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard



of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it, at any time, determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and
- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or a Subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.”

The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted; or the date of Advertisements for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three



(3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to the above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a Subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the Loan or any other remedies on the grounds of contractual violation.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 42.2.1 (c) of Section VII. General Conditions.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV:

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.

- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any



affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

- (b) A firm that has a close business relationship with the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the Contract, (ii) the prequalification and Bid evaluation, or (iii) the supervision of such Contract, shall be disqualified.
- (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually or as a member in a JV. A firm (including its affiliate), if acting in the capacity of a Subcontractor in one Bid, may participate in other Bids, only in that capacity.
- (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.

4.3 A Bidder shall be from any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a Contract.

4.5 This bidding is open only to prequalified Bidders unless **specified in the BDS.**

4.6 A Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Plant and Installation Services

5.1 The Plant and Installation Services to be supplied under the Contract shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans, and all expenditures under the Contract will be limited to such Plant and Installation Services.



- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the plant, or 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 different in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria (EQC)
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

PART 2 Employer’s Requirements

- Section VI. Employer’s Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer



shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents, and to furnish with its Bid all information and documentation as is required by the Bidding Documents.
7. **Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 24.2.
- 7.2 The Bidder is advised to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the provision of Plant and Installation Services. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.



- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **so specified in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A site visit will be conducted by the Employer at the time of the pre-bid meeting, if **so specified in the BDS**.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one (1) week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. If **so specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 24.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security, in accordance with ITB 21;
 - (c) Acknowledgment of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
 - (e) in the case of a Bid submitted by a JV, a copy of the JV agreement, or letter of intent, signed by all members, to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective members;
 - (f) documentary evidence establishing in accordance with ITB 14 that the Plant and Installation Services offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
 - (g) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
 - (h) Technical Proposal in accordance with ITB 17;
 - (i) documentary evidence establishing in accordance with ITB 16 that the Plant and Installation Services offered by



the Bidder conform to the Bidding Documents;

- (j) alternative Bids, if permissible, in accordance with ITB 13;
- (k) list of Subcontractors, in accordance with ITB 17.2 and 17.3; and
- (l) any other document **required in the BDS**.

11.3 The Price Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Price Bid;
- (b) completed Price Schedules, in accordance with ITB 12 and 18;
- (c) alternative Price Bids, at the Bidder's option and if permissible, in accordance with ITB 13; and
- (d) any other document **required in the BDS**.

12. Letters of Bid and Schedules

12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid, including the appropriate Technical and Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 **The BDS indicates** whether alternative Bids are allowed. If they are allowed, **the BDS will also indicate** whether they are permitted in accordance with ITB 13.3, **or** invited in accordance with ITB 13.2 and/or ITB 13.4.

13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the Bidding Documents must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and



other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

- 13.4 When Bidders are **invited in the BDS** to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section VI, Employer's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Plant and Installation Services shall be considered by the Employer on their own merits, pursuant to ITB 35.2.
- 14. Documents Establishing the Eligibility of the Plant and Installation Services**
- 14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 15. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 In accordance with Section III, Evaluation and Qualification Criteria, if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 15.2 Any change in the structure or formation of a Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.



16. Documents establishing conformity of the Plant and Installation Services

16.1 The documentary evidence of the conformity of the Plant and Installation Services with the Bidding Documents may be in the form of literature, drawings and data, and shall include:

- (a) a detailed description of the essential technical and performance characteristics of the Plant and Installation Services, including the functional guarantees of the proposed Plant and Installation Services, in response to the Specifications. The functional guarantees of the proposed Plant and Installation Services shall be stated in the applicable form in Section IV, Bidding Forms;
- (b) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the plant for the period **specified in the BDS**, following completion of Plant and Installation Services in accordance with the provisions of Contract; and
- (c) adequate evidence demonstrating the substantial responsiveness of the Plant and Installation Services to those Specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specifications.

17. Technical Proposal, Subcontractors

17.1 The Bidder shall furnish a Technical Proposal, including a statement of work methods, equipment, personnel, schedule, safety plan, and any other information as stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidder's proposal to the Employer's Requirements and the completion time.

17.2 For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Technical Proposals information establishing compliance with the requirements specified by the Employer for these items.



Bidders are free to list more than one Subcontractor against each item of the Plant and Installation Services. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Plant or Installation Services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 16.1.

18. Bid Prices and Discounts

18.1 **Unless otherwise specified in the BDS**, Bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis such that the total Bid Price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

18.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.

18.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.

18.4 Depending on the scope of the Contract, the Price Schedules may comprise up to the seven (7) schedules listed below. Separate numbered Schedules included in Section IV, Bidding Forms, from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary (Schedule 6) giving the



total Bid Price(s) to be entered in the Letter of Price Bid.

- Schedule No. 1 Plant (including Mandatory Spare Parts) Supplied from Abroad
- Schedule No. 2 Plant (including Mandatory Spare Parts) Supplied from within the Employer's Country
- Schedule No. 3 Design Services
- Schedule No. 4 Installation Services
- Schedule No. 5 Provisional Sums
- Schedule No. 6 Grand Summary (Schedule Nos. 1 to 5)
- Schedule No. 7 Recommended Spare Parts (Spare Parts for Operation and Maintenance)

Bidders shall note that the Plant and equipment included in Schedule Nos. 1 and 2 above **exclude** materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation Services.

- 18.5 In the Schedules, Bidders shall give the required details and a breakdown of their prices as follows, **unless otherwise provided in the BDS** as for tax liabilities in the Employer's country:

- (a) Plant to be supplied from abroad (Schedule No. 1):

The price of the plant shall be quoted on CIP-named place of destination basis as **specified in the BDS**.

- (b) Plant manufactured within the Employer's country (Schedule No. 2):

The price of the Plant shall be quoted on an EXW Incoterm basis (such as "ex-works," "ex-factory," "ex-warehouse" or "off-the-shelf," as applicable), and includes sales tax and all other taxes payable in the Employer's country on the Plant, as of twenty-eight (28) days prior to the deadline for submission of Bids, if the Contract is awarded to the Bidder.

- (c) Design Services (Schedule No. 3).

- (d) Installation Services shall be quoted separately (Schedule



- No. 4) and shall include rates or prices for local transportation to named place of final destination as **specified in the BDS**, insurance and other services incidental to delivery of the Plant, all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Documents, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of Bids.
- (e) Recommended spare parts shall be quoted separately (Schedule 7) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.
- 18.6 The latest edition (as of the Base Date) of Incoterms, published by the International Chamber of Commerce shall govern.
- 18.7 The prices shall be either fixed or adjustable as **specified in the BDS**.
- (a) In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- (b) In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the Contract to reflect changes in the cost elements such as labor, material, transport and Contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A Bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms.
- 18.8 If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Price Bid the price reductions applicable to each package,



or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.

18.9 Bidders wishing to offer any unconditional discount shall specify in their Letter of Price Bid the offered discounts and the manner in which price discounts will apply.

19. Currencies of Bid and Payment

19.1 The currency(ies) of the Bid shall be, as **specified in the BDS**. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.

19.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

20. Period of Validity of Bids

20.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer pursuant to ITB 24.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 20.3.

20.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract Price shall be determined as follows:

(a) In the case of Fixed Price Contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.

(b) In the case of Adjustable Price Contracts, to determine the Contract Price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.

(c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the corrections indicated above.

21. Bid Security

21.1 The Bidder shall furnish as part of its Bid a Bid Security in the



amount and currency **specified in the BDS.**

21.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**

from a reputable source from an eligible source country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

21.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing of the Contract and furnishing of the Performance Security pursuant to ITB 44.

21.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.



- 21.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 43; or
 - (ii) furnish a Performance Security in accordance with ITB 44.

21.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid as described in ITB 11 and clearly mark it “TECHNICAL BID - ORIGINAL” and “PRICE BID - ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 22.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.



D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may submit their Bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

Bidders shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “TECHNICAL BID – ORIGINAL,” “PRICE BID – ORIGINAL,” “TECHNICAL BID – COPY,” “PRICE BID – COPY,” and “ALTERNATIVE,” as appropriate. These envelopes containing the original, the copies and the alternative(s), if any, shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 through 23.5.

23.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 24.1; and
- (c) bear the specific identification of this bidding process specified in BDS 1.1.

23.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.

23.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7.

23.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.

24.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to



the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Technical Bid and on the Letter of Price Bid or any extension thereof.

27. Bid Opening

27.1 Except in the cases specified in ITB 25 and ITB 26, the Employer shall publicly open and read out in accordance with ITB 27.5 all Technical Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders’ designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 27.7.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal



shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at opening of the Technical Bids.

- 27.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 27.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at opening of the Technical Bids.
- 27.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.1.
- 27.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out:
- (a) the name of the Bidder;
 - (b) whether there is a modification;
 - (c) the presence or absence of the Bid Security; and
 - (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 25.1).

- 27.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the record. The omission



of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 27.7 At the end of the evaluation of Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow Bidders sufficient time to make arrangements for attending the opening.
- 27.8 The Employer will notify, in writing, Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Price Bids unopened.
- 27.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's' representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.10 All envelopes containing Price Bids shall be opened one at a time, reading out:
- (a) the name of the Bidder;
 - (b) whether there is a modification;
 - (c) the Bid Price(s), including any discounts and alternative Bids; and
 - (d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative Bids read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

- 27.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, (per lot if applicable), including any discounts, and alternative Bids. The Bidders' representatives who are present shall be requested to sign the record. The omission of



a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the evaluation of Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 42.
- 28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and



- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

31. Preliminary Examination of Technical Bids

- 31.1 The Employer shall examine Technical Bids to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security; and
 - (d) Technical Proposal.

32. Qualification of the Bidders

- 32.1 The Employer shall determine to its satisfaction whether Bidders meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if prequalification was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.
- 32.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- If the assessment of the Bidder's qualification is conducted for the lowest evaluated Bidder only, in accordance with ITB 32.1, and the result of such assessment is negative, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.
- 32.4 The capabilities of the manufacturers and Subcontractors



proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or Subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Subcontractor without any change to the Bid Price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or Subcontractors for each item concerned.

- 33. Determination of Responsiveness of Technical Bids**
- 33.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.2.
- 33.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 33.3 The Employer shall examine the technical aspects of the Technical Bid submitted in accordance with ITB 17, in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation, or omission.
- 33.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 34. Nonmaterial**
- 34.1 Provided that a Technical Bid is substantially responsive, the



Nonconformities

Employer may waive any nonconformity in the Technical Bid that does not constitute a material deviation, reservation or omission.

- 34.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 34.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**35. Detailed
Evaluation of
Technical Bids**

- 35.1 The Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Documents. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:
- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III, Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;



- (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- (c) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.
- 35.2 Where alternative technical solutions have been allowed in accordance with ITB 13.4, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction, in accordance with ITB 36.1, shall result in the rejection of the Bid.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS.**
- 38. Evaluation of Price Bids**
- 38.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 38.2 To evaluate a Price Bid, the Employer shall consider the following:
- (a) the Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Price Schedules;



- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 18.8 or ITB18.9;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.3;
 - (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 37; and
 - (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 38.3 If price adjustment is allowed in accordance with ITB 18.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 38.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 38.5 If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 39. Comparison of Bids** 39.1 The Employer shall compare the evaluated prices of all substantially responsive Bids in accordance with ITB 38.2 to determine the lowest evaluated Bid.
- 40. Employer's Right to Accept Any Bid, and to** 40.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability



Reject Any or All Bids

to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 41. Award Criteria** 41.1 Subject to ITB 40.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 42. Notification of Award** 42.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 42.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 42.3 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
- (a) name of each Bidder who has submitted a Bid;
 - (b) Bid Prices as read out at Bid opening;
 - (c) name and address of the successful Bidder; and
 - (d) award date and amount of the Contract.
- 42.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 42.5 After notification of award, unsuccessful Bidders may request, in writing, to the Employer a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond, in writing, to any unsuccessful Bidders who, after the notification of award in accordance with ITB 42.1, request a debriefing.
- 43. Signing of** 43.1 Promptly upon notification, the Employer shall send the



- Contract** successful Bidder the Contract Agreement.
- 43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 44. Performance Security**
- 44.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.5, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing & Commissioning
of Material Handling Equipment
for Project “Mumbai Metro Line-3”

Part 1

Bidding Procedure

Section II

Bid Data Sheet

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRC Line 3 Transit Office,
Wing A, Block E,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India.**



Bidding Documents

Composition of Documents

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Form
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements – General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular conditions of contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings



BID DATA SHEET (BDS)

A. General																																					
ITB 1.1	<p>The number of the Invitation for Bids is MM3-CBS-DEQ-9-06A. The Employer is Mumbai Metro Rail Corporation Ltd. (MMRC). The name of the Contract, under this International Competitive Bidding is “Manufacture, Supply, Installation, Testing & Commissioning of Material Handling Equipment as under:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Sr.No</th> <th rowspan="2" style="text-align: center;">Material Handling Equipment</th> <th colspan="2" style="text-align: center;">Quantity (Nos)</th> </tr> <tr> <th style="text-align: center;">Batch I</th> <th style="text-align: center;">Batch II</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Electric Stand-on Stacker – 1.5 tons, (Ride-on)</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Diesel Operated Forklift truck- 5 ton</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Electric Forklift truck – 3 tons</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Electric Side forklift trucks (Articulated Forklift Truck) – 2 tons</td> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Hydraulic Hand Pallet Truck - 2.5 tons (Manual operation)</td> <td style="text-align: center;">3</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Electric Stand-on Pallet Truck- 2 tons (Battery operated)</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Self-Propelled Scissor lift platform (Cap 300 kg)</td> <td style="text-align: center;">1</td> <td style="text-align: center;">0</td> </tr> </tbody> </table> <p>for Project “Mumbai Metro Line-3” as per the Employer’s Requirements, Section VI-A and Section VI-B, Part 2.</p>			Sr.No	Material Handling Equipment	Quantity (Nos)		Batch I	Batch II	1	Electric Stand-on Stacker – 1.5 tons, (Ride-on)	1	1	2	Diesel Operated Forklift truck- 5 ton	1	1	3	Electric Forklift truck – 3 tons	1	1	4	Electric Side forklift trucks (Articulated Forklift Truck) – 2 tons	0	1	5	Hydraulic Hand Pallet Truck - 2.5 tons (Manual operation)	3	2	6	Electric Stand-on Pallet Truck- 2 tons (Battery operated)	1	1	7	Self-Propelled Scissor lift platform (Cap 300 kg)	1	0
Sr.No	Material Handling Equipment	Quantity (Nos)																																			
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7	Self-Propelled Scissor lift platform (Cap 300 kg)	1	0																																		
ITB 1.2	<p>Add the following sentences at the end of the design ITB 1.2 (d) ‘Plant and Installation Services’ shall mean the ‘Manufacture, Supply, Installation, Testing & Commissioning’ of the Equipment under the Contract.</p>																																				
ITB 2.1	<p>The Borrower is Government of India. The number of the Loan Agreement is ID-P268. The amount of a Japanese ODA Loan is One hundred (100) billion Japanese Yen for Mumbai Metro Line 3 Project. The signed date of the Loan Agreement is 29th March 2018.</p>																																				
ITB 2.2	<p>The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.</p>																																				
ITB 3.1 (c)	<p>A list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr</p>																																				
ITB 3.1(d)	<p>Add new Sub-Clause ITB 3.1(d) Will recognize a Contractor as ineligible to be awarded a Contract if the Contractor or Sub Contractor has been debarred by Multilateral and bilateral funding agencies/ Government of India/ Railway Administration/ any State Government undertaking, as on the due date of submission of Bid.</p>																																				
ITB 4.1(c)	<p>Add new Sub-clause ITB 4.1 (c) “Joint Venture (JV) also implies Consortium.”</p>																																				
ITB 4.1(d)	<p>Add new Sub-clause ITB 4.1 (d) “Joint Venture (JV) shall have maximum of 3 members.”</p>																																				
ITB 4.5	<p>This bidding is not subject to prequalification.</p>																																				
ITB 4.7	<p>Add New Clause ITB 4.7:</p>																																				



	Bidders who are specifically registered for the Equipment in this Bidding Document under MSMED Act 2006 shall submit a certificate of their registration along with the Bid for availing the benefits as applicable in the relevant Act on submission of an application requesting the grant of the said benefits. The Bidder shall also self-certify that his company/ enterprise's registration is valid on the date of submission of the Bid and on the date of application requesting the grant of benefits as applicable under the MSMED Act 2006.
B. Bidding Documents	
ITB 6.1	<p>Replace Clause 6.1 with the following: The Bidding Documents consist of Parts 1, 2, 3 & 4 which include all the Sections indicated below and shall be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>Part 1 - Bidding Procedures Section I: Instructions to Bidders (ITB) Section II: Bid Data Sheet (BDS) Section III: Evaluation and Qualification Criteria (EQC) Section IV-A: Bidding Forms Section IV-B: Pricing Document Section V: Eligible Source Countries of Japanese ODA Loan</p> <p>Part 2 - Employer's Requirements Section VI-A: Employer's Requirements – General Specifications Section VI-B: Employer's Requirements – Technical Specifications.</p> <p>Part 3 - Conditions of Contract and Contract Forms Section VII: General Conditions (GC) Section VIII: Particular Conditions (PC) Section IX: Contract Forms</p> <p>The Bidder shall check the pages of all documents against page numbers given in the Contents Page to each Part/Section, and in the event of any discrepancy, the Bidder shall inform the Employer forthwith.</p>
ITB 7.1	<p>The Employer's address (for clarification purposes only) is: Attention: (Mr.) Rajeev, Executive Director (RS&O) Mailing Address: Mumbai Metro Rail Corporation Ltd, MMRCL Line 3 Transit Office, Wing 'A', 'E' Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051, India. Telephone: +91 22 2657 5109 Email Id: rajeev@mmrcl.com</p>
ITB 7.1	<p>Replace the second sentence in ITB 7.1 with the following: The Employer will respond in writing to any request for clarification, provided that such request is received no later than thirty (30) days from the date of publication of Bidding Documents.</p> <p>Responses to any request for clarification, if any, will be published on the Employer's web page: www.mmrcl.com</p>
ITB 7.4	The Pre-bid Meeting shall be held on dtd 11/04/2023 at 15:00hrs.



	No site visit will be conducted by the Employer.
ITB 8.2	Addenda, if any, will be published on the Employer’s web page: www.mmrcl.com
C. Preparation of Bids	
ITB 10.1	The language of the Bid as well as of all correspondence is English .
ITB 11.1	Insert the following sentence at the end of ITB 11.1: All documents must be spiral/hard bound and numbered. No loose papers will be accepted. All pages in a document shall be serially numbered.
ITB 11.2(l)	The Bidder shall submit with its Technical Bid “Original Bidding Documents including all addenda (if any) duly stamped and signed at each page.”
ITB 11.3(d)	The Bidder shall submit with its Price Bid the following additional documents: None .
ITB 13.1	Alternative Bids will not be permitted.
ITB 14.2	Add new Sub-Clause ITB 14.2: Purchase Preference to local suppliers: Definitions: ‘ Local Content ’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes, transportation, insurance, installation, Testing & Commissioning, training and after sales service support.) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. ‘ Class-I Local Supplier ’ means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content of 60%. ‘ Class-II Local Supplier ’ means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content of 20%. The Bidder who meets the requirements of Class - I Local Supplier shall be eligible for purchase preference. The margin of Purchase Preference for Local Suppliers shall be 20%. There shall be no Purchase Preference to Class - II Local suppliers. Local Suppliers shall give undertaking for certifying Local Content as per Bid Form 13, Certification of Minimum Local Content , Section IV-A, Part 1.
ITB 15.2	Not Applicable
ITB 16.1 (b)	The period following completion of Plant and Installation Services during which spare parts, special tools, etc. shall be available is 12 years from the date of Operational Acceptance.
ITB 18.1	Insert the following sentence at the end of ITB 18.1: Bidder shall quote for the entire ‘Manufacture, Supply, Installation, Testing & Commissioning’ on single responsibility basis.
ITB 18.3	Replace ITB 18.3 with the following: Bidders shall give a breakdown of the prices in the manner and detail called for in the Pricing Document Section IV-B.
ITB 18.4	Replace ITB 18.4 with the following: Pricing Schedules shall comprise of eight (8) schedules listed below and also given in Section IV-B. Schedules numbered 1-4 below shall be used for each of the elements of the Plant & Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be



	<p>summarized in the Schedule titled Grand Summary (Schedule 6) giving the total Bid Price(s) to be entered in the Letter of Price Bid.</p> <p>Schedule No.1: Plant, to be supplied from abroad including offshore manufacture, dispatch, completion of shipping to port in India, inland transportation, delivery and receipt at Mumbai Metro Line 3 site along with supply of Mandatory spares.</p> <p>Schedule No.2: Plant, to be supplied; from within India, including Indigenous manufacture dispatch inland transportation in India delivery and receipt at Mumbai Metro Line 3 site along with supply of Mandatory spares.</p> <p>Schedule No.3 Design Service – Deleted</p> <p>Schedule No.4: Installation, Testing & Commissioning.</p> <p>Schedule No.5: Provisional Sums - Deleted</p> <p>Schedule No.6: Grand Summary comprised of Schedules 1 to 5</p> <p>Schedule No.7: Recommended Spare Parts</p> <p>Schedule No.8: Pricing for unqualified withdrawal of Nonmaterial Nonconformities, as submitted in Bid Form 2 “Statement of Nonmaterial Nonconformities”, Section IV-A.</p>
<p>ITB 18.5</p> <p>ITB18.5 (a)</p> <p>ITB18.5 (b)</p> <p>ITB18.5 (d)</p> <p>ITB18.5 (e)</p> <p>ITB18.5 (f)</p>	<p>The Bidder shall quote their prices in lump sum that is by including all kinds of tax liabilities and other associated costs. The prices for various schedules shall be quoted as under:</p> <p>Schedule No. 1 - Plant, to be supplied from abroad. The prices shall be quoted on DDP basis (Delivery Duty Paid including cost of carriage, applicable taxes, customs duty and Insurance up to the destination) - Named place of destination is Mumbai Metro Line 3, Depot site, Mumbai, India. The scope of Contractor’s works shall be as described in Schedule No. 1 of Pricing Document, Section IV-B.</p> <p>Schedule No. 2- Plant, to be supplied within the Employer’s country. The prices shall be quoted on DDP basis (Delivery Duty Paid, including cost of carriage, applicable taxes, and insurance up to destination) - Named place of destination is Mumbai Metro Line 3 depot site, Mumbai, India as described in Schedule No. 2 of Pricing Document Section IV-B.</p> <p>Schedule No.4 - The prices shall be quoted for Installation, Testing and Commissioning and Other Services as described in Schedule No.4 of Pricing Document Section IV-B. Named place of final destination is Mumbai Metro Line 3 depot site, Mumbai, India.</p> <p>Schedule No. 7- Recommended Spares. The prices shall be quoted on DDP basis (Delivery Duty Paid, including cost of carriage, applicable taxes, and insurance up to destination) - Named place of destination is Mumbai Metro Line 3 depot site, Mumbai, India as described in Schedule No. 7 of Pricing Document Section IV-B.</p> <p>Schedule No. 8– The prices shall be quoted for unqualified withdrawal of Nonmaterial Non-conformities, as submitted in Bid Form 2- “Statement of Nonmaterial Non-conformities”, Section IV-A, Bidding Forms.</p>



ITB 18.7	The Supply Portion (Schedule No. 1, 2 & 4) is a fixed price contract and not adjustable for any price variation. The prices of Recommended Spares (Schedule No. 7) shall be subject to Price Variation as per Clause No.2, Appendix 2, Section IX, Part 3.
ITB 19.1	The currency(ies) of the Bid shall be as follows: a) Plant and Equipment to be supplied from abroad (Schedule No. 1) shall be quoted in Japanese Yen (JPY) and/or USD and/or EURO and Indian Rupees (INR). b) Plant and Equipment to be supplied from within India (Schedule No. 2) shall be quoted in Indian Rupees (INR). c) Installation, Testing & Commissioning, and Other Services (Schedule No. 4) shall be quoted in Japanese Yen (JPY) and/or USD and/or EURO and Indian Rupees (INR), depending upon the currency in which the costs are to be incurred. d) The payment will be done in INR and maximum of two other currencies mentioned as above.
ITB 20.1	The Bid validity period shall be One hundred eighty (180) days .
ITB 20.3(a)	The Contract Price shall be adjusted by the percentage change in WPI, published by Economic Advisor, Ministry of Commerce & Industry, Govt of India (Commodity Code 1318000000 for “Manufacture of Machinery and Equipment”) published at website http://eaindustry.nic.in for both foreign and local currency portion from the month in which the 56th day after initial Bid validity falls to the month in which Contract is awarded.
ITB 20.3(b)	Deleted
ITB 21.1	“The Bid Security amount shall be of INR 3,00,000/- (Indian Rupees Three lakhs only) or USD 3,700/- (US Dollars Three thousand seven hundred only) or EURO 3,500/- (Euros Three thousand five hundred only) or JPY 4, 97,000/- (Japanese Yen Four lakh ninety-seven thousand only). ”
ITB21.2 (a)	Add the following at the end of 21.2 (a): The Bid Security should be in the form of a Bank Guarantee issued or confirmed by a Scheduled Commercial Bank in India.
ITB 21.2 (d)	The Bid Security shall also be accepted in the form of Demand Draft drawn in favour of MMRCL payable at Mumbai, India.
ITB 22.1	In addition to the original of the Bid, the number of copies to be submitted is two (02) sets of hard copies and one soft/ electronic version of Technical Bid and Financial Bid separately in respective envelopes (PDF on CD/ Pen drive duly labelled).
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of the Power of Attorney and the document shall be notarized. In case of a foreign company, the document shall be Apostille or Authenticated by Indian Embassy/Consulate in that country and shall be attached to the Bid.



D. Submission and Opening of Bids	
ITB 24.1	For <u>Bid submission purposes</u> only, the Employer's address is Attention: The Managing Director, MMRC Address: Mumbai Metro Rail Corporation Ltd, MMRC Line 3 Transit Office, Wing 'A', 'E' Block, Bandra-Kurla Complex, Bandra (East), Mumbai- 400 051, India. The deadline for Bid submission is: Date: 15/05/2023 Time: 15:00 hrs.
ITB 27.1	The Technical Bid opening shall take place at: Address: Mumbai Metro Rail Corporation Ltd, MMRC Line 3 Transit Office, Wing 'A', 'E' Block, Bandra-Kurla Complex, Bandra (East), Mumbai- 400 051, India. Date: 15/05/2023 Time: 15:15 hrs.
E. Evaluation and Comparison of Bids	
ITB 37.1	The currency to be used for Bid evaluation and comparison purposes shall be US Dollar (USD). Bid Prices expressed in various currencies in Schedule No. 6 shall be converted to USD as per the format. The source of exchange rate shall be Reserve Bank of India reference rate (foreign currency). The Date for the exchange rate shall be twenty-eight (28) days prior to the date of Bid Submission. If the source of the exchange rate for the Bidder's proposed currency cannot be found in the Reserve Bank of India reference rate (foreign currency), then the rate in the web site www.xe.com shall be used.
ITB 38.6	Add new Sub-Clause ITB 38.6 Purchase preference to Class-I Local Supplier Purchase preference shall be given to Class-I local suppliers in the procurements undertaken by MMRC in the manner specified hereunder: The following procedure shall be followed: i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the Contract will be awarded to L1. ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the Contract shall be awarded to such local supplier subject to matching the L1 price. iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and Contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the Contract may be awarded to the L1 bidder.

----- End -----



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing &
Commissioning of Material Handling Equipment
for Project "Mumbai Metro Line-3"

Part 1

Bidding Procedure

Section III

Evaluation and Qualification Criteria

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRC Line 3 Transit Office,
Wing A, Block E,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India.**



Bidding Documents

Composition of Documents

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Form
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements – General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular conditions of contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings



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2.4	Experience	9



EVALUATION AND QUALIFICATION CRITERIA

1. Evaluation

Pursuant to the criteria listed in ITB 35.1 (a) – (b), the Bidder shall provide a valid and fully compliant proposal undertaking that Bidder will comply with all Clauses in the Employer's Requirements. The proposal shall include the Bidder's methodology, capabilities and expertise for evaluation by the Employer. This section states the requirements for the Bidder's proposal and the evaluation criteria to be adopted by the Employer. The Bid submitted in response to this invitation will be evaluated based on the following:

1.1. Technical Evaluation:

1.1.1 Technical Proposal

- (a) The Employer will carry out a detailed technical evaluation of the Bids, in pursuant to ITB 33 and ITB 35, in order to determine whether the technical aspects of the Equipment proposed are in compliance with the Bidding Documents. The Employer will evaluate the technical suitability and acceptability of Bidder's Technical Proposal as per Employer's Requirements-General Specification and Technical Specification.
- (b) Bidder shall furnish their technical details of each Equipment according to Bid Form 1, Section IV-A, Part 1 and furnish all the attachments. Proposal shall be clear and concise in order to fully enable MMRC to evaluate compliance with the functional and other requirements, specified in the Employer's Requirements, Part 2.
- (c) For the avoidance of doubt, any review, evaluation and acceptance by the Employer of a technical proposal shall not relieve the awarded Bidder from its obligations, undertakings under the Contract, Bidder's understanding of scope of work and interfacing with other Contractors.
- (d) Bidder shall give their comments only against those Clauses where they wish to give any deviations, noncompliance, clarifications, remarks etc. The clauses against which no remarks are offered shall be deemed to be complied with by the Contractor. All Deviations/ noncompliance shall also be recorded in **Bid Form 2 – Nonmaterial Nonconformities**.

1.1.2 For JV Bidder's: Each Member's role in design, interface and integration of Equipment.

It is expected that the specific role of each member in the JV will be commensurate with their prior and proven experience of having successfully executed a similar role in their previous Contracts.

In the case of a Joint Venture/ Consortium, the member of the Joint Venture/ Consortium who meets of the specified criteria in Clauses 2.1 to 2.4, Section III - Qualification Criteria and Requirements, shall interface and integrate the Equipment and shall have percentage participation of 15% or more in the JV. A copy of the JV agreement, or letter of intent, signed by all members, including a draft agreement, indicating at least the parts of the Facilities to be executed by the respective members shall be submitted. Bidder shall furnish the details in accordance with **Bid Form 3- Structure of Bidder**.



1.1.3 Bidder's declaration of the adequacy of the bid document

The Bidding Documents do not purport to contain all relevant information in relation to the Contractor's activities or the works and are provided solely on the basis that a Bidder will be responsible for making its own assessment of the works referred to in the Bidding Documents.

The Bidder is responsible for reviewing the Bid Documents (including all addenda) provided by the Employer to ensure that it has a complete copy of all documents.

1.2. Economic Evaluation

In addition to the criteria listed in ITB 38.2 (a) – (e) the following criteria shall apply.

1.2.1 Quantifiable Nonmaterial Nonconformities

- (a) Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable non-material nonconformities as submitted in **Schedule No 8**, Section IV-B, Pricing Document, Part 1, shall be considered for fair comparison of Bids.
- (b) In case any Bidder quotes apportioned price for Schedule No. 4 less than the minimum specified, it will be treated as quantifiable Nonmaterial Nonconformity in accordance with ITB 38.2 (d), as it shall require faster stream of payment than specified. In such a case, the interest implication amount on early payment shall be added to the Bid Price for the purpose of comparison amongst Bidders for determination of the lowest evaluated Bid. The rate of annual interest for this purpose shall be 2 percentage points above the SBI Base Rate.

1.2.2 Other Factors

The following factors and methods will apply under ITB 38.2 (f):

(a) Time Schedule:

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement (CF 2, Section IX, Part 3) for determining time for completion of all activities is as per the Key Dates specified in Appendix 1, Section VI-A, General Requirements, Part 2. Bids showing a different Completion Time will be rejected.

(b) Functional Guarantees- RAMS: the Bidder shall take into consideration the RAMS requirements listed at Clause No 1.11, Section VI-B, Technical Specifications, Part 2.

(c) Purchase preference to Local Suppliers:

The purchase preference to Local Suppliers shall be governed as per the provisions given in Part 1, Section 2, ITB Clause 14.2 and 38.6.

1.2.3 Award Criteria for Multiple Contracts- Lots/ Packages (ITB 38.4)

There shall be no multiple Contracts. Bidders shall have to bid for all the items included in the Bidding Documents.

2. Qualification

(i) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV-A, Bidding Forms, requires a Bidder to state a monetary amount, Bidders shall indicate the USD equivalent using the rate of exchange determined as follows:

- (a) For turnover or financial data required for each year - Exchange rate prevailing on the last working day of the respective calendar year shall be taken into consideration. For the countries where the financial year is ending on 31st December and for the countries



where the financial year is ending on 31st March, the Exchange rate prevailing on the last working day of the respective calendar year shall be taken for this purpose.

- (b) Value of single Contract - Exchange rate prevailing on the date of the Contract. Exchange rates shall be taken from the publicly available source **identified in BDS 37.1.**
- (c) Other qualifying criteria are given in Clause 2.1 to 2.4.



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.1 Eligibility							
2.1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Bid Form 4: ELI- 1 and Bid Form 5: ELI- 2, with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Technical Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB Sub-Clause 4.4	Must meet requirement	N/A	Must meet requirement	N/A	Bid Form 15: ACK



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2 Historical Contract Non-Performance							
2.2.1	History of Non-Performing Contracts	Non-performance of a Contract ⁽ⁱ⁾ did not occur as a result of Contractor's default since 1 st January 2018.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Bid Form 6: CON
2.2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Bid Form 6: CON
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ⁽ⁱⁱⁱ⁾ since 1st January 2018.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Bid Form 6: CON

Notes for the Bidder:

- (i) Non-performance, as decided by the Employer, shall include all Contracts,
 a) where non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract, and
 b) that were so challenged but fully settled against the Contractor.

Non-performance shall not include Contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in



Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		accordance with the dispute resolution mechanism under the respective Contract and where all appeal instances available to the Applicant have been exhausted.					
		(ii) This requirement also applies to Contracts executed by the Bidder as a JV member.					
		(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from Contracts completed or ongoing under its execution since 1st Jan 2018 (over the last five (05) years). A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Bid.					



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3 Financial Situation							
2.3.1	Financial Performance	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements, including Profit & Loss statement acceptable to the Employer, for the last 5 years ending 31 st March 2022 for the countries where the financial year ending on 31 st March , or for the last 5 years ending 31 st December 2021 for the countries where the financial year ending on 31 st December shall be submitted. As the minimum requirement, an Bidder's net worth calculated as the difference between total assets and total liabilities shall be positive for the last financial year during the above period.	Must meet requirement	N/A	Must meet requirement	N/A	Bid Form 7: FIN-1 with attachments
2.3.2	Average Annual Turnover⁽ⁱ⁾	Minimum average annual turnover (calculated as total certified payments received for Contracts in progress and/ or completed) as a prime Contractor over the last 5 financial years i.e. turnover values between 01-Apr-2017 to 31-Mar-2022 for the countries where the financial year is ending on 31-Mar or between 01-01-2018 to 31-Dec-2022 for the countries where the financial year is ending on 31-Dec must be INR 3,00,00,000 (Indian Rupees Three Cr only), USD 3,70,000 (US Dollars Three lakhs Seventy Thousand only) or EURO 3,50,000 (Euros Three Lakhs Fifty Thousand only) or JPY 4,97,00,000 (Japanese Yen Four Cr Ninety-Seven Lakhs only).	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Bid Form 8: FIN-2



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3.3	Financial Resources	<p>The Bidder shall demonstrate that it has access to, or has available, liquid assets, lines of credit, and other financial means (independent of any Contractual advance payment) sufficient to meet the cash flow requirements of INR 80,00,000 (Indian Rupees Eighty lakhs only), or USD 97,000 /- (US Dollars Ninety-seven Thousand only) or EURO 91,000 (Euros Ninety-one Thousand Five Hundred only) or JPY 1, 32, 00,000 (Japanese Yen One Cr Thirty-two lakhs only).</p> <p>for the subject Contract net of the Bidder's other commitments.</p> <p>The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet 25% of the total commitments on works currently in progress on the date of Bid submission.</p>	Must meet requirement	Must meet requirement	Must meet 15% of the requirement	Must meet 50% of the requirement	Bid Form 9 FIR-1 and Bid Form 10 FIR-2

Note:

- (i) To bring the Contract value of Average Annual Turnover at par, the annual turnover values will be calculated by assuming 5% escalation per annum for Indian Currency and 2% escalation per annum for foreign currency for the first 4 years of the above turnover values and total value of 5 years divided by 5.



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4 Experience							
2.4.1	General Experience	Experience under Contracts in the role of prime Contractor (single entity or JV member), Sub-Contractor or Management Contractor for at least the last five (5) years starting 1st January 2018. The detailed information should be supported with Purchase orders	Must meet requirement	N/A	Must meet requirement	N/A	Bid Form 11: EXP-1
2.4.2	Specific Experience	A) A minimum number of 5 Material Handling Equipment of each type in more than one Contract of similar ⁽ⁱ⁾ works (Manufacture, Supply, Installation, Testing & Commissioning of Material Handling Equipment) shall have been satisfactorily and substantially completed during the period from 1 st Jan 2018 till the Bid Submission date. The information should be supported with Purchase orders and completion certificates. The Bidder shall	Must meet requirement	Must meet requirements ^(v)	N/A	N/A	Bid Form 12: EXP-2



Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4 Experience							
		<p>have its own manufacturing facilities where he shall manufacture and supply at least 5 out of 7 items and the remaining items can be supplied from another firm with whom the Bidder has regular tie-up since at least last one year from the Base Date (28 days before the last Bid submission Date).</p> <p>B) Out of the above Contracts completed, at least one contract shall have been completed outside the country of manufacture of the Equipment or in India.</p> <p>C) A minimum number of 2 Equipment of each type shall be in operation in Metro/ Railway/ MRT/ any industry with satisfactory performance over a minimum period of two (02) years after</p>					



Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4 Experience							
		commissioning and supported by a performance certificate from the end-client.					
Notes for the Bidder:							
<p>(i) The similarity shall be as “Material Handling Equipment” of respective type under procurement.</p> <p>(ii) Substantial completion shall be based on 100% work completed under the Contract, including successful Commissioning.</p> <p>(iii) Eligible Bidders:</p> <p>(a) Manufacturers as Prime Member (in single entity/ JV/ sub-contractor), who declare during tender submission to supply from their manufacturing plant in India/ outside India with their own credentials/ having a current tie up with other firms for a period of at least two years and having supplied at least 5 numbers of such Equipment manufactured at the firm of tie-up company (Foreign/ Indian)</p> <p>(b) Indian subsidiaries of the foreign manufacturer, satisfying the criteria of Class-I or Class-II local supplier, and having a tie up with the foreign manufacturer for a valid transfer of technology agreement along with an undertaking from the foreign manufacturer that the process of manufacturing, testing and commissioning and the corresponding quality assurance program for all the above activities of the Equipment being procured under this Bid have been checked and verified by them and also an undertaking for an assurance from the above manufacturer to provide the technical support for all the activities under this Bid and after sales service up to the end of Defect Liability Period as also the supply of spares as per Clause PC 7.3, Section VIII, Part 3 is available and requisite documents are submitted along with the Bid. In this case the credentials of foreign manufacturer can be used to satisfy the qualifying eligibility criteria spelt out in 2.4.2 above.</p> <p>The Bidder shall also disclose the details of the foreign manufacturing plant (i.e., the city and the country of the manufacturing plant etc.) with which they claim to fulfil the qualifying eligibility criteria spelt out in 2.4.2 above. The qualifying eligibility criteria shall be evaluated on the basis of considering the above plant and its country as the country of origin. The disclosing of the above foreign manufacturing plant shall be in addition to the disclosing of the details of the Bidder’s manufacturing plant in India (i.e., the plant in India in which the Equipment to be supplied through this Bid shall be actually manufactured).</p>							



Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4 Experience							
<p>(iv) For Contracts under which the Bidder participated as a JV member, only the Bidder's share, by value*, shall be considered to meet this requirement.</p> <p>(v) In case of a JV, the value of Contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single Contract has been met. Instead, each Contract performed by each member shall satisfy the minimum value of a single Contract as required for single entity. In determining whether the JV meets the requirement of total number of Contracts, only the number of Contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.</p> <p>* Value in this case refers to number of Equipment supplied.</p>							

-----End-----



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing &
Commissioning of Material Handling Equipment
for Project “Mumbai Metro Line-3”

Part 1 Bidding Procedures

Section IV-A Bidding Forms

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRC Line 3 Transit Office,
Wing A, Block E,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India.**



Bidding Documents

Composition of Documents

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Form
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements – General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular conditions of contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings



BIDDING FORMS

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Letter of Technical Bid

Date: *[insert date of Bid submission]*
Loan Agreement No.: ID-P268
IFB No.: MM3-CBS-DEQ-9-06A

To: **Mumbai Metro Rail Corporation Ltd.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*,
- (b) We, including any Sub-Contractors/ vendors, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5,
- (c) We, including any Sub-Contractors/ vendors, for any part of the Contract, have no conflict of interest in accordance with ITB 4,
- (d) We offer to Manufacture, Supply, Installation, Testing & Commissioning of Material Handling Facilities for Project "Mumbai Metro Line-3" as per the Employers requirements detailed in Part 2.
- (e) Our Bid shall be valid for a period of **180** 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,
- (f) We are not participating, as a Bidder or as a Sub-Contractor/ Manufacturer, in more than one Bid in this Bidding process in accordance with ITB 4.2 (c),
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (h) We hereby certify that we have carefully examined all the contents of the Bidding documents including all the Bid addenda (if any) and all the pages of our Bid have been signed and stamped (by each constituent member in case of a JV or consortium)

Name of the Bidder**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above with stamp *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.



Letter of Price Bid

(To be submitted along with Price Bid)

Date: *[insert date of Bid submission]*

Loan Agreement No.: ID-P268

IFB No.: MM3-CBS-DEQ-9-06A

To: Mumbai **Metro Rail Corporation Ltd.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;

We offer to Manufacture, Supply, Installation, Testing & Commissioning of Material Handling Facilities

The total price of our Bid, excluding any discounts offered in item (b) below, is:

- (From Schedule No. 6): _____

[Indicate the various amounts (in words and figures) in the respective currencies from the respective Schedules],

- (b) The discounts offered and the methodology for their application are:
The discounts offered are: *[specify in detail each discount offered]*
The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts]*,
- (c) Our Bid shall be valid for a period of **180 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,
- (d) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents,
- (e) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (f) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

- Name of the Bidder* *[insert complete name of the Bidder]*
- Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*
- Title of the person signing the Bid *[insert complete title of the person signing the Bid]*
- Signature of the person named above with stamp *[insert signature of person whose name and capacity are shown above]*
- Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture/ Consortium, specify the name of the Joint Venture/ Consortium as Bidder.

** . Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.



Bid Form 1: Bidder's Technical Proposal of Equipment

The following is the minimum documentation that shall be supplied by the Bidder to enable technical evaluation of the Bid. The Bidder shall include any further information necessary to demonstrate the suitability of his proposal.

The Bidder shall provide the following information:

A. Technical Details of offered Shunter	
A1	A detailed technical note along with catalogues and design details including description of the Shunter and all major assemblies must be given along with main data sheet. It must cover the performance parameters of the Vehicle.
A2	Sufficient details with pictures to make a reasonable assessment of: i. The Shunter as a whole ii. The Working System and its sub systems.
A3	A list of major items procured from other firms for assembly.
A4	Any other relevant and important details.
B. General	
B1	The Bidder shall give details of System Support Requirements (Interface requirements), if any, for commissioning, operation and maintenance of the Shunter.
C. Spare Parts, Special tools, Test Equipment & Maintenance Facilities	
C1	Details of the local agency for Installation, Testing & Commissioning work (if required) and Maintenance work shall be given as under: Company Profile: Experience details:
C2	For firms out of India, the details of the associate Indian firm for co-ordination work shall be given as under: Company Profile: Experience details: Type of works handled with details:
D. Bidder's Manufacturing Works	
D1	The Bidder shall submit the organization chart indicating the key persons responsible for different functions, viz. Design, Manufacturing, Quality, Installation, Testing & Commissioning, with details of their experience.
D2	The Bidder shall detail the manufacturing works, location, area, no of workers employed and manufacturing facilities relevant to the work installed. In case of large sized firms, approx. number of machines installed relevant to the work can be given.



Bidder Company Name:

Bidder's Representative
Name:

C Signature:

o Date of Submission:

m

Company Seal



Bid Form 2: Statement of Nonmaterial Nonconformities

Reference: Part 1 - Bidding Procedure Section III - Evaluation and Qualification Criteria, Clause 1.1.1 (d),

[Bidder shall list the items of nonmaterial nonconformities (if any) below.]

Clause Number	Details of Nonmaterial Nonconformities	Remarks explaining reasons for Nonmaterial Nonconformities and why it may be considered by the Employer

1. We hereby confirm that the Technical Proposals submitted by us, are in Clause-by-Clause Compliance with the Employer's Requirements and other specifications, including Addenda thereon, except as noted in this Bid Form.
2. We hereby confirm that all implicit and explicit nonconformities, i.e., deviations, omissions, comments, and remarks found elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that except for the nonconformities noted in this Bid Form, our offer is fully and truly compliant.
4. **All nonconformities have been listed in this Bid form and priced in Schedule No. 8, Section IV-B, Part 1.** Nonconformities not priced will be treated as null and void and stand withdrawn at nil price.

Note:

Where there is no Nonconformity, the statement shall be returned duly signed with an endorsement indicating 'No Nonconformity'. In case, Performa of nonconformities is not submitted or submitted as blank, it will be construed that the Bidder has not proposed any nonconformity from Bidding Documents and will provide all Equipment as per specifications and Bidding Documents.

Bidder Company Name:

Bidder's Representative Name:

Signature:

Date of Submission:

Company Seal:



Bid Form 3: Structure of the Bidder (in the case of JV)

(Refer Clause 11.2 (e) of Section I, ITB, Part 1)

The Bidder shall supply a chart particularizing the structure of the Bidder (identifying all companies comprising the Bidder in the event that the Bidder is a joint venture or consortium) and the ownership of each of the companies comprising the Bidder, identifying all respective intermediate and ultimate holding companies.

Composition of the Bidder

1. A notarized copy of Memorandum of Understanding (MOU) relating to the composition of the Bidder shall be submitted. For guidance, if the Bidder is a joint venture or a consortium then the joint venture or consortium agreement is to be submitted by the Bidder. If the Bidder is an entity established or to be established for this Contract, details of the shareholders' agreement or proposed shareholders' agreement shall be supplied together with the percentage participation and percentage equity in the agreements.
2. The Contractual arrangements and copies of agreements in relation there to must, as a minimum, provide information on all members or participants involved, their respective participation in the Bid, the management structure, ownership and control of the members or participants comprising the Bidder and if, appropriate, the name of the member or participant who would have overall lead management responsibility for the Works, the registered addresses of all parties and the names of their respective senior partners, chairmen or managing directors as appropriate. Such agreements shall also reflect the joint and several liabilities of the members to the Employer in the event that the Contract is awarded to them and provide "deadlock" provisions in the event that decisions of the joint venture or consortium cannot be reached by unanimous agreement.
3. The Bidder shall furnish the details, in the agreement, of the scope split of facilities amongst the Consortium/Joint Venture members.
4. The Bidder shall provide written confirmation that:
 - a) The agreement or agreements submitted represent the entire agreement between the members or participants comprising the Bidder as to the Bidder's legal persona.
 - b) There is or are no other agreements relating to the Bidder's incorporation, powers or organization which may affect in any way his ability to carry out the Facilities; and
 - c) No changes will be made to any such agreements during the tender period or during the Contract period (if Contract awarded) without first obtaining the Employer's agreement to the proposed change or changes.

The Bidder certifies compliance to the above requirements.

Bidder Company Name:

Bidder's Representative Name:

Signature:

Date of Submission:

Company Seal



Bid Form 4: ELI 1 - Bidder Information

Date: [insert day, month, year]

IFB No.: MM3-CBS-DEQ-9-06A

Page [insert page number] of [insert total number] pages.

[The Bidder shall provide the following information]

1. Bidder's Company's legal name: [Insert full name] -----.
2. In case of JV/ Consortium, legal name of the representative member and of each member: [Insert full name of each member in the JV and specify the representative member] - -----
3. Bidder's actual or intended country of registration: [insert country of registration]
4. Bidder's actual or intended year of incorporation: [insert year of incorporation]
5. Bidder's legal address in country of registration: [insert street/number/town or city/country]
6. Bidder's Indian authorized representative information (if available) Name: [insert full name] Address: [inset street/number/town or city/country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] Email Address: [insert E-mail address]
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder Company Name:

Bidder's Representative Name:

Signature:

Date of Submission:

Company Seal



Bid Form 5: ELI 2- Bidder's Party Information

(To be filled up in case of a Joint Venture)

Date: [insert day, month, year]

IFB No.: MM3-CBS-DEQ-9-06A

Page [insert page number] of [insert total number] pages.

[The following form is additional to 'Bid Form 4: ELI-1' and shall be completed to provide information relating to each JV member (in case the Bidder is a JV)]

1. Bidder's company's legal name: [insert full name] -----
2. Bidder's Party legal name registered with the government: [Insert full name of Bidder's Party] -----
3. Bidder's Party country of registration: [insert country of registration] -----
4. Bidder's Party year of incorporation: [insert year of incorporation] -----
5. Bidder's Party legal address in country of registration: [insert street/number/town or city/country] -----
6. Bidder's Party authorized representative information. Name: [insert full name] ----- Address: [insert street/number/town or city/country] ----- Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] ----- E-mail address: [insert E-mail address] -----
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder Company Name:

.....

Bidder's Representative Name:

.....

Signature:

.....

Date of Submission:

.....

Company Seal



Bid Form 6: CON Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Joint Venture Party Legal Name: [insert full name]
 IFB No.: MM3-CBS-DEQ-9-06A

Page [insert page number] of [insert total number] pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2018, in accordance with the Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2018, in accordance with the Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below:			
Year	Non- performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> Contract Identification: [indicate complete Contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)] 	[insert amount]



2. Pending Litigation

Pending Litigation				
<p><input type="checkbox"/> No pending litigation in accordance with the Part 1, Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate.</p> <p><input type="checkbox"/> Pending litigation in accordance with the Part 1, Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate, is indicated below.</p>				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Employer: [insert full name] • Address of Employer: [insert street/ city/ country] • Matter in dispute: [indicate main issues in dispute] • Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary] 	[insert amount]



3. Litigation History

Litigation History		
<p><input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1st January 2018, in accordance with the Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate.</p> <p><input type="checkbox"/> Court/arbitral award decisions against the Bidder since 1st January 2018, in accordance with the Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, are indicated below:</p>		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	<ul style="list-style-type: none"> Contract Identification: [indicate complete Contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary] 	[insert amount]

Bidder Company Name:

.....

Bidder's Representative Name:

.....

Signature:

.....

Date of Submission:

.....

Company Seal



Bid Form 7: FIN 1 - Financial Situation

[The following table shall be filled in for the Bidder and for each member of a JV/ Consortium.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: MM3-CBS-DEQ-9-06A

Page [insert page number] of [insert total number] pages.

1. Financial data

Type of Financial information in (currency)	Historic information for previous five (5) years (Amount, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Curent Assets (CA)					
Curent Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

2. Financial documents

The Bidder and its Parties shall provide audited/ CA certified copies of the financial statements for 5 years pursuant to the Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV/ Consortium member, of each member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) Correspond to accounting periods already completed and audited.
- Attached are copies of financial statements for the 5 years required above; and complying with the requirements.

Signature & Company Seal



Bid Form 8: FIN 2 - Average Annual Turnover

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: MM3-CBS-DEQ-9-06A

Page [insert page number] of [insert total number] pages.

Annual Turnover Data (Supplies of all equipment) as a Prime Contractor (defined as certified payments received for equipment supply Contracts in progress and/or completed) during the last 5 years			
Year	Amount and Currency	Exchange rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
Average Annual Turnover *			

* The Bidder and its Parties shall provide **audited/ CA certified copies** of the above financial statement for 5 years pursuant to the Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.2.

* Total USD equivalent for all years divided by the total number of years, in accordance with the Section III, Evaluation and Qualification Criteria, Sub Factor 2.3.2, as appropriate.

Bidder Company Name

Bidder's Representative Name: _____

Signature: _____

o

Date of Submission: _____

Company Seal



Bid Form 9: FIR 1 - Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: MM3-CBS-DEQ-9-06A

Page [insert page number] of [insert total number] pages.

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or Contracts as indicated in Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.3].

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		
4		

- The Bidder and its Parties shall **provide audited/ CA certified copies** of the above financial statement pursuant to the Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.3.

Bidder Company Name:

.....

Bidder's Representative Name:

.....

Signature:

.....

Date of Submission:

.....

Company Seal



Bid Form 10: FIR 2 - Current Contract Commitments

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: MM3-CBS-DEQ-9-06A

Page [insert page number] of [insert total number] pages

[Bidders and each member of a JV shall provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.3]

Current Contract Commitments					
S.No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of all outstanding manufactured Equipment Supplies [Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1					
2					
3					
4					
5					

Note: The Bidders and each member of a JV shall **provide audited/ CA certified copies** of the above financial statement pursuant to the Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.3.

Bidder Company Name:

.....

Bidder's Representative Name:

.....

Signature:

.....

Date of Submission:

.....

Company Seal



Bid Form 11: Form EXP 1 - General Experience

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: MM3-CBS-DEQ-9-06A

Page [insert page number] of [insert total number] pages.

[Identify Contracts that demonstrate continuous work over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1. List Contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
[indicate year]	[indicate year]	<ul style="list-style-type: none"> Contract name: [insert full name] Brief description of the works performed by the Bidder: [describe works performed briefly] Amount of Contract: [insert amount, currency, exchange rate and USD equivalent] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/country] 	[insert "Prime Contractor" (Single entity or JV member) or "Sub Contractor" or "Management Contractor"]

C Bidder Company Name

o Bidder's Representative Name:

m Signature:

p

a Date of Submission:

n

Company Seal



Bid Form 12: EXP 2 - Specific Experience

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: MM3-CBS-DEQ-9-06A

Page [insert page number] of [insert total number] pages.

[Fill out one (1) form per Contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2.]

Similar Contract No. [insert number] of [insert number of similar Contracts required]	Information		
Contract Identification	[insert Contract name and reference identification number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June,2015]		
Completion date	[insert day, month, year, e.g., 03 October,2017]		
Role in Contract	Prime Contractor Only		
Total Contract Amount	[insert Contract amount(s) and currency(ies)]	USD [insert exchange rate and total Contract amount in USD equivalent]	
If member in a JV, specify participation in total Contract amount	[insert percentage of participation]	[insert amount(s) and currency(ies) of participation]	USD [insert exchange rate and amount of participation in USD equivalent]
Employer's Name	[insert full name]		
Address	[indicate street/number/town or city/country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail	[insert E-mail address, if available]		



Similar Contract No. <i>[insert number of similar Contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>

Bidder Company Name

Bidder's Representative Name: _____

Signature: _____

Date of Submission: _____

Company Seal



Bid Form 13: Certification of Minimum Local Content

I/ We, the Bidder(s), do hereby certify that the Plant/ Facilities/ Equipment offered under the Contract meet the minimum local content required for availing Purchase Preference as per the Clause 1.2.2 (d), Section III, Eligibility and Qualification Criteria, Part 1.

The local content in the proposed Bid shall be _____ % of the total value of the Contract. The details of activities against the local Content portion are as under:

Sr No	Activity/ Component (specify in detail)	Location (if any)

Authorized Signatory

[Insert name of signatory, title]

For and on behalf of [Insert name of the Bidder]

Date:

Notes:

- 1) The above Certificate is to be submitted only by those Bidders who wish to avail Purchase Preference as per Clause 1.2.2 (d), Section III, Eligibility and Qualification Criteria, Part 1.
- 2) The local content shall exclude net domestic indirect taxes, transportation, insurance, installation, Testing & Commissioning, training and after sales service support etc.
- 3) In case of procurement for a value (Quoted in Schedule No. 6) is more than ₹ 10 crores, the Bidder shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 4) For procurements up to ₹ 10 crores, the Bidder shall submit self-certification of the percentage of local content.
- 5) If any false declarations regarding local content is found, this will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which the Bidder or its successor can be debarred for a period of 3 years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under the law.
- 6) A Bidder who has been debarred by any procuring entity for violation of the conditions of purchase preference shall not be eligible for preference for procurement by any other entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of the other procuring entities.



Bid Form 14: Check List of Submittals

1. The following check list is intended to help the Bidders in submitting the offer to ensure that is complete. Bidders are advised to go through the list carefully, take necessary action and mark accordingly in Column No 4.
2. Bidders are also required to submit copy of the checklist, duly marked, along with their offer.
3. The check list is indicative and does not absolve the responsibility of the Bidder to submit any other document/ information if so required in the Bidding Documents.

Sr. No.	Description	Reference (Bidding Document)	Submitted (Yes/ No/ Not Applicable)
1	Technical Package (Envelope No 1).		
1.1	Original Bid Security in a separate sealed envelope.	ITB 21, Section I, Bid Security Form	
1.2	Letter of Technical Bid signed	Letter of Technical Bid, Section IV-A	
1.3	Technical Proposal of Equipment	Bid Form 1 , Section IV-A	
1.4	The written confirmation of authorization to sign on behalf of the Bidder with Notarized Power of Attorney from the Bidder. In case of a foreign company, the document shall be Apostille or Authenticated by Indian Embassy/Consulate in that country and shall be attached to the Bid.	ITB 22.2, Section II,	
1.5	Statement of Non-Material Nonconformance	1.1.2 (d) Sec III & Bid Form 2	
1.6	Structure of Bidder (if applicable)	1.1.2 Sec III & Bid Form 3	
1.7	Bidder's Information	Bid Form 4	
1.8	Bidder's Party Information (for JVs)	Bid Form 5	
1.9	Historical Contract Non-Performance	Bid Form 6	
1.9	Financial Situation	2.3.1 Sec III & Bid Form 7	
1.10	Average Annual Turnover Status	2.3.2 Sec III & Bid Form 8	
1.11	Financial Resources	2.3.3 Sec III & Bid Form 9	
1.12	Current Contract Commitment	2.3.3 Sec III &	



		Bid Form 10	
1.13	General Experience	2.4.1 Sec III & Bid Form 11	
1.14	Specific Experience	2.4.2 Sec III & Bid Form 12	
1.15	Certification for minimum local content	1.2.2 (c) Sec III & Bid Form 13	
1.16	Acknowledgement of Compliance with JICA Conditions	Bid Form 15: ACK	
1.17	Debarred/ Blacklisted Status	Bid Form 16: DBR	
1.18	In addition to the original of the Bid, the number of copies to be submitted is two (02) sets of hard copies	ITB 22.1 Sec II	
1.19	One soft/ electronic version (PDF on Pen drive duly labelled) of Technical Package.	ITB 22.1 Sec II	
1.20	One set of Original Bidding documents including Addenda duly stamped and signed at each in separate sealed envelope.	ITB 11.2 (I) Sec II	
2.	Financial Package (Envelope No 2)		
2.1	Letter of Price Bid signed	Letter of Price bid, Section IV-A	
2.2	Schedule No 1, 2, 4, 6, 7 & 8 (As applicable) filled up and signed	Sec IV-B	
2.3	One soft/ electronic version (PDF on CD/ Pen drive duly labelled) of financial Package.	ITB 22.1 Sec II	

Bidder Company Name

Bidder's Representative Name:

Signature:

Date of Submission:

Company Seal



Bid Form 15: ACK- Acknowledgement of Compliance

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture ("JV")]* (hereinafter referred to as the "Bidder") to execute this Acknowledgement of Compliance **with Guidelines for Procurement under Japanese ODA Loans**, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for [Loan No ID-P268 and project Mumbai Metro Line 3 (Colaba – Bandra – SEEPZ)] is true, correct and accurate to the best of the Bidder's and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the "Guidelines"); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

C) I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

Name of the debarred firm	Starting date of debarment	Ending date of debarment	Reason for debarment

D) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

E) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

F) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of Contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.



JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department
URL: <https://www2.jica.go.jp/en/odainfo/index.php>
Tel: +81 (0)3 5226 8850
- (2) JICA India office,
2nd Floor, Dr. Gopal Das Bhawan, 28, Barakhambha Road, New Delhi - 110001
Tel: +91 11 47685500
FAX: +91 11 47685555
URL <http://www.jica.go.jp/india/english/office/index.html>

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, Contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

_____ **Authorized Signatory**
[Insert name of signatory, title]
For and on behalf of [Insert name of the Bidder]
Date:



Bid Form 16: DBR

[The following statement shall be signed and stamped by the Bidder and by each member of a JV as well as any specialist Sub Contractor proposed to be used by the Bidder for any part of the Contract]

By virtue of my signature below, I confirm that the Bidder(s) represented by me for submitting Bid for Mumbai Metro Line-3 - Manufacture, Supply, Install, and Test & Commission the Equipment is/are not **DEBARRED/ BLACKLISTED** by Delhi Metro Rail Corporation and/or other Metro Rail Corporation chaired by Secretary of Ministry of Urban Development, Government of India, Multilateral and bilateral funding agencies, Government of India, / Railway Administration, any Central Government/ State Government/ Semi-Government undertaking/ Authority/ Entity, as on the due date of submission of Bid.

Signed: _____

Date: _____

NOTE: Copy of the Notification of such Debarment/Blacklist shall be submitted in the Bid, in the case the Bidder **is** Debarred/Blacklisted.

Bidder Company Name

Bidder's Representative Name:

Signature:

Date of Submission:

Company Seal



Bid Form 17: Form of Joint Venture/ Consortium Agreement

(On a non-judicial stamp paper of INR 500)

Date: _____, 2023

Contract MM3-CBS-9-06A (Package:9): Manufacture, Supply, Installation, Testing & Commissioning of Material Handling Equipment for Project "Mumbai Metro Line-3", (COLABA-BANDRA-SEEPZ) Project.

- Pursuant to Invitation for Bids is MM3-CBS-9-06A.
- Pursuant to "Option A, Single-Stage Two-Envelope Bidding, Section I" of the Standard Bidding Documents for Procurement of Manufacture, Supply and Installation (version 1.1) published by JICA in February 2013.
- Pursuant to the applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012; and
- Pursuant to the Bidding Documents for the Contract MM3-CBS-9-06A (Package:9):

Manufacture, Supply, Installation, Testing & Commissioning of Material Handling Equipment, and/ or

for Project "Mumbai Metro Line-3", (COLABA-BANDRA-SEEPZ) Project., issued the Invitation for Bids (IFB) by Mumbai Metro Rail Corporation Ltd on _____, 2023.

We, representing the parties to the Joint Venture/Consortium Agreement and consisting of:

Name of Partner *[write the name of each partner]*

Represented by Mr. /Ms.:

Position:

Address:

Telephone:

Fax:

E-mail:

Account:

Tax code:

Power of Attorney No. dated *(in the case of attorney)*.

Name of Partner *[write the name of each partner]*

Represented by Mr. /Ms.:

Position:

Address:

Telephone:

Fax:

E-mail:

Account:

Tax code:

Power of Attorney No. dated *(in the case of attorney)*.

The parties hereto (hereinafter referred to as "the Partners") agree to sign this Joint Venture/Consortium Agreement with the following contents:



Article 1. General Principle

1. The Partners hereby voluntarily form a Joint Venture/Consortium Agreement for participation in the bidding for Contract MM3-CBS-9-06A (Package:9) under the MUMBAI METRO LINE 3, (COLABA-BANDRA-SEEPZ) Project. 2. The Partners agree that the name of the Joint Venture/Consortium to be used for all transactions related to this Contract MM3-CBS-9-06A (Package: 9) is: _____ [write the agreed name of the joint venture/consortium].

3. The Partners pledge that not any partner of this Joint Venture/Consortium will, at its discretion, participate independently or in partnership with other partners in bidding for this Contract MM3-CBS-9-06A (Package:9). In the case where the Contract is awarded to this Joint Venture/Consortium, no partner hereof will have the right to refuse to perform its responsibilities and obligations under this Agreement without the written consent of the other partners in the Joint Venture/Consortium. Should a partner of the Joint Venture/Consortium refuse to fulfil its own responsibilities in accordance with this agreement, such partner shall: (Please provide details

Article 2. Sharing of Responsibilities

The Partners agree that they shall be jointly and severally liable for the execution of the project in accordance with terms of contract. The Partner's further agree that each partner hereof shall share the responsibilities to perform the Contract MM3-CBS-9-06A (Package: 9) as follows:

1. The Lead Partner Role

The Partners agree to give power to _____ [state the name of the partner] to be the Lead Partner of the Joint Venture/Consortium, representing the Joint Venture/Consortium in the following activities:

- To sign the Bid,
- To sign letters and documents for communication with the Employer during the bidding process, including the letter of request for clarification of Bid Documents and the letter of explanation and clarification of the Bid,
- To participate in contract negotiation process and finalization of Contract,
- To sign petitions, if any, for the bidder,
- To conduct other works [specify the contents of other works (if any)]

2. The JV members in compliance with the provisions of Clause 9.6 of GC, Section VII. General Conditions:

3. The governance structure of JV:

4. The operational rules and financial management mechanism including that for receipt of payments under the Contract and distribution thereof amongst JV members :.....

5. The stakes or percentage participation level of each member:

6. The dispute resolution mechanism amongst the members:

7. The distribution of main scope of works to be executed by the respective members (Bidder's attention is invited to the fact that while describing distribution of the Scope of Works/Activities amongst the JV/Consortium members, it should be kept in view that such distribution respects and matches with the respective technical expertise of each member relating to their past Specific Experience in Key Activities as was claimed by the JV/Consortium under



Experience Clause 4.2 (b) of the prequalification document for getting prequalified/eligible to bid for the Contract(s). Any distribution of scope amongst JV members that vitiates or is in contrary to the prequalification submittals/process may lead to the rejection of bid)

.....

8. *The Performance security is to be submitted by the respective JV members of the Contractor in proportion to their percentage shares in this Contract in term of clause 13 of PC, Section VIII Particular Conditions of Contract.....*

Article 3. Effectiveness of Joint Venture/Consortium Agreement

1. This Joint Venture/Consortium Agreement shall take effect from the date of its signing.
2. This Joint Venture/Consortium Agreement shall be terminated in the following cases:
 - The Partners have fulfilled their responsibilities and obligations and have liquidated the Contract,
 - *The Partners agree to terminate this Agreement,*
 - Bidding for Contract MM3-CBS-9-06A (Package:9) under the MUMBAI METRO LINE 3, (COLABA-BANDRA-SEEPZ) Project is cancelled as notified by the Employer.

This Joint Venture/Consortium Agreement is made in _____ copies of the same validity, with each party keeping _____ copies.

LAWFUL REPRESENTATIVE OF THE LEAD PARTNER

[specify name and title, sign and seal]

LAWFUL REPRESENTATIVES OF PARTNERS OF THE JOINT VENTURE/CONSORTIUM

[specify name, title, sign and seal:

Note: Provide the following to this Form:

1. Wherever the descriptions are in *Italic* the details shall be provided.
2. Attach the Power of Attorney from each partner appointing and authorizing the above-named persons to act as their Official Representatives.
3. Attach the Certificate by a Notary Public certifying the authenticity of the signature and capacity of the persons(s) issuing the Power of Attorney.



Bid Form 18: Form of Bid Security (Bank Guarantee)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

Beneficiary: Mumbai Metro Rail Corporation Ltd, MMRC Line 3 Transit Office, Wing 'A', 'E' Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051, India.

IFB No.: [MM3-CBS-DEQ-9-06A]

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 Manufacture, Supply, Installation, Testing & Commissioning of Material Handling Facilities for Project “Mumbai Metro Line-3” (Colaba – Bandra – SEEPZ) Project under Loan Agreement No. [ID-P268].

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

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 (hereinafter called “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) fails to execute the Contract Agreement, or (ii) fails to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary’s Bidding Documents.

This guarantee will expire on _____ (Expiry Date) and shall be returned to the Applicant: (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 (28) 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, ICC Publication No. 758.



Bidder Company Name

Bidder's Representative Name:

Signature:

Date of Submission:

.....
.....
.....
.....

Company Seal

Below is not the part of BG format

Note for information of the Bidder:

- 1) The terms '**Bidder**' and '**Applicant**' have been used interchangeably in the above **Form of Bid Security (Bank Guarantee)** meaning the same as the 'Bidder' as stated in ITB 4. The term '**Applicant**' shall not be construed as the **applicant** who has approached the Bank for issuing the Bank Guarantee(s).
- 2) The Bidder shall be careful while getting the Bank Guarantee(s) prepared from their Bankers as any default in the correctness of BG as per the BG requirements shall lead to rejection.

----- End -----



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing &
Commissioning of Material Handling Equipment
for Project “Mumbai Metro Line-3”

Part 1

Bidding Procedure

Section IV-B

Pricing Document

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRCL Line 3 Transit Office,
Wing A, Block E,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India.**



Bidding Documents

Composition of Documents

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Form
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements – General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular conditions of contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings



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1.1 Preamble

The Pricing Document shall be read in conjunction with Invitation for Bids, Instructions to Bidders and all Bidding Documents, Specifications and Drawings as listed in Sub-Clause 6.1 of Part 1, Section I, ITB and Section II, BDS. The Contract (Manufacture, Supply, Installation, Testing & Commissioning of the Facilities including supply of O&M manuals, Training of Employer's O&M staff) is a Fixed Price Contract. The Pricing Document is divided into Schedules representing one or more groups of inter-related facilities. The detailed Scope of work is given in Part 2, Section VI-B, Employer's Requirement – Technical Specifications.

The individual item descriptions within each Schedule are indicative of the Work included in this Contract and shall not be taken as defining the scope of work to be executed either under the Schedule or the Contract.

The item descriptions, if given, are general summaries only. Therefore, no omission from, or error in item descriptions within this Pricing Document shall warrant an adjustment of the Contract Price nor entitle the Contractor to seek an extension of time under the Contract.

The activity descriptions for items within Schedule shall be deemed to cover all aspects of the relevant item scope, irrespective of the fact that the Bidder may not have inserted an amount against any item description. The total amount of each Schedule shall be deemed inclusive of all of the Contractor's obligations to execute the part of the Facilities covered by the Schedule and to perform all of his other obligations under the Contract in respect thereof. The Contractor shall not be entitled to receive any further or additional payment in respect of such Schedule.

If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 7 prior to submitting their Bid.

Prices shall be filled in indelible ink and any alterations necessary due to errors, etc., shall be initialled by the Bidder.

The person authorized to sign on behalf of the Bidder shall sign in full, with company seal and date, at the bottom of all pages of the Pricing Schedule.

1.2 Contract Price

The Contract Price consists of price for Manufacture, Supply, Installation, Testing & Commissioning of the Facilities and training of Employer's O&M staff as per the requirements given in Employer's Requirements- Technical Specifications, Section VI-B, Part 2.

1.2.1 All the prices shown in the Schedules shall include all taxes, duties, levy, cess, insurance, transportation, handling costs, unloading at site etc. which constitute the Contract Price and will be the total amount to be paid to the Contractor for executing the Works and performing all other obligations under the Contract. The prices in different Schedules shall be quoted as per ITB 19.1, Section II, Part 1.

1.2.2 The Schedules and the Contract Prices shall not be subject to adjustment by the Contractor in respect of any error or oversight in the Pricing Document. The Pricing Document represents the full extent of the Contractor's entitlement to receive payment as per the Schedules. Arithmetical errors, if any found in the Contractor's



submission, will be corrected by the Employer as indicated in the Instruction to Bidders, Clause No 36.1, Part 1.

1.2.3 The rate for each item detailed in Schedules 1, 2, 4, & 7 (Recommended spare parts) are for finished items of work, 100% complete in all respects, and shall include but not be limited to the manufacture, supply of all equipment, landing charges, shipping costs for transport by air, sea or land (or any combination thereof), insurance charges, taxes, duties, levy, cess, etc. unloading, storage, installation, factory testing, testing & commissioning at site including intergrated testing with other designated Contractor, supply of spare parts and special tools, training of employer's O&M staff, provision of O&M manuals, and all types of clearances/approvals required from government authorities. The rate also includes the Contractor's profit and establishment overhead, all general risks, insurance liabilities, compliance with labour laws as per statutory obligations set out or implied in the Contract, attending to defects list prepared by the Employer prior to handover of works and facilities, and any other Contractual requirements stated in the Employer's requirements.

1.2.4 Deemed Export

The Bidder shall be solely responsible for claiming and availing all deemed export benefits if available during the currency of Contract. However, for availing the said benefits, necessary payment certificate in accordance with the laws of the land and extant policies of the Government of India will be issued by MMRC at the specific request of the Contractor. Contractor shall process for refund for 100% of the paid Custom Duties/Basic custom duty (as applicable) only and full terminal excise duties for items as above after availing the concessional duties such as Project Import Benefits under chapter 98.01 of Customs Tariff Act, etc. from the Statutory Authorities based on submission of documentary evidence by the Contractor. Contractor shall be fully responsible for ensuring that all necessary documentation/information, as may be required, for processing the refund of paid duties from the Statutory Authorities are correctly prepared by them and are timely submitted, so as to claim the refund of paid duties from the Statutory Authorities. The Contractor shall arrange for the remittance of the refund so obtained to the Employer within 15 days. In case of failure by the Contractor to obtain and remit the refund within reasonable time (to be decided by the Project Manager & intimated to Contractor) to the Employer, the same will be recovered by the Employer from the amounts due as payment to the Contractor or as debt due from the Contractor.

1.2.5 Exemption in state taxes

In case of any waiver/ reduction subsequent to the Base Date for GST (CGST, SGST, IGST, UGST etc.) and any other tax, duties, levy, cess, etc., Custom duties in full or part thereof, the Contractor will be required to obtain exemption/refund of such taxes, duties etc., from the concerned authorities. The Contractor shall arrange for the remittance of the refund so obtained to the Employer. In case of failure by the Contractor to obtain and remit the refund within reasonable time (to be decided by the Project Manager & intimated to Contractor) to the Employer, the same will be recovered by the Employer from the amounts due as payment to the Contractor or as debt due from the Contractor. If the Contractor fails to take the



required action to obtain refund or exemption, the Employer shall take action in accordance with the Conditions of Contract.

1.2.6 Record of Taxes, Duties etc.

The Bidder shall also give breakdown of his fixed Price clearly giving the Custom Duty, GST (CGST, SGST, IGST, UGST etc.) and any other Tax, levy, Cess, etc. along with the applicable rate in the Form attached as Appendix A of Schedule No. 6 (Grand Summary).

The Contractor shall maintain complete records in respect of payments made by them for taxes, duties, and other levies payable to various authorities (except Income Tax or Corporate Tax) and advise the Employer the summary of such payment every quarter in a format advised by the Employer during execution of the Contract.

The detailed records shall however remain open for inspection by the Employer/ Project Manager at any time and copies of the records shall be furnished as required by the Project Manager. Should there be any statutory changes in taxes & duties with respect to the tax structure as on base date, the amount payable/recoverable from the Contractor in accordance with the conditions of the Bid will generally be calculated based on these records. However, Employer at his sole discretion, if not satisfied with the veracity of records or records are incomplete or otherwise, may separately determine the amount payable/recoverable from the Contractor in accordance with the conditions of the Bid, which shall be final and binding.

1.2.7 Concessional benefits for Project Import

MML3 Metro Project is eligible for availing concessional duty benefits as per Customs Tariff Act for Project Imports and Bidders shall refer to Project Import Regulation 1986 (PIR), Section 5, read along with Customs Manual Chapter 5, Para 3, 4 & 5. After award of Contract, at the request of the Contractor, MMRC shall issue sponsoring/ recommendation letter to the Contractor for getting themselves registered for availing Project Import Benefit. However, the responsibility to avail the concessional benefits under Project Import or otherwise as extended in accordance with the law of the land shall solely rest with the contractor and all logistics and other arrangement in connection with the import of material shall remain with the Contractor as per the Bid conditions. The Contractor shall be the importer of all items to be imported for this project.

1.3 Description of Pricing Schedule

The Pricing Documents comprise the following Schedules:

Schedule No. 1- Material Handling Equipment along with DLP Spares, to be supplied from abroad,

Schedule No. 2- Material Handling Equipment along with DLP Spares, to be supplied from within the Employer's country,

Schedule No. 3- (Design Services): DELETED

Schedule No. 4- Installation, Testing & Commissioning, and other Services,

Schedule No. 5- (Provisional Sums): DELETED

Schedule No. 6- Grand Summary,



Schedule No. 7- Recommended Spare parts,

Schedule No. 8- Pricing for unqualified withdrawal of conditions, qualifications, non-material non-conformities, etc.

1.3.1 Schedule No. 1

Schedule No. 1 is dedicated to the Equipment, to be supplied from abroad at Metro Depot at Mumbai as per the contractual requirements.

This Schedule comprises all those obligations and ongoing activities throughout the Contract not associated directly with any other Schedule.

This includes but is not limited to:

- (a) Manufacture of the Material Handling Equipment at Off-shore plant,
- (b) Completion of Inspection, testing of Equipment and Factory Acceptance Tests
- (c) Completion of despatch from offshore factory, provision of marine and transit insurance from off-shore Factory inclusive of release of Equipment at port in India and inland transportation up to the Metro Depot.
- (d) Delivery and unloading of Equipment in Metro depot in good condition,
- (e) Any other item not listed but is considered necessary to comply with the scope of work

1.3.2 Schedule No. 2

Schedule No. 2 is dedicated to the Equipment, to be supplied from within the Employer's country at Metro Depot at Mumbai as per the contractual requirements.

This Schedule comprises all those obligations and ongoing activities throughout the Contract not associated directly with any other Schedule.

This includes but is not limited to:

- (a) Manufacture and assembly of the Equipment in Employer's country,
- (b) Completion of Inspection, testing of Equipment and Factory Acceptance Tests,
- (c) Completion of despatch from Factory with provision of transit Insurance to Metro depot, Mumbai inclusive of inland transportation up to the Metro Depot.
- (d) Delivery and unloading of Equipment in Metro depot in good condition,
- (e) Any other item not listed but is considered necessary to comply with the scope of work

1.3.3 Schedule No. 3 (Design Services): DELETED

1.3.4 Schedule No. 4

Schedule No. 4 is dedicated to the Facilities related to Installation, Testing & Commissioning, and all other allied activities as per the Employer's Requirements stated in Part 2, Sections VI-A & VI-B, and conditions of Contract.

This Schedule comprises all those obligations and ongoing activities throughout the Contract not associated directly with any other Schedule.

This includes but is not limited to:

- (a) Installation, Testing & Commissioning (including Guarantee Testing) of MHE,
- (b) Training of Operating & Maintenance personnel of Employer at Metro Depot by deputing Instructors.
- (c) Submission of Training Manuals
- (d) Submission of Operating and Maintenance Manuals
- (e) Provision of Spare parts Catalogue



- (f) Any other item considered necessary by the Contractor to comply with the Scope of Works,

1.3.5 Schedule No. 5 (Provisional Sums): DELETED

1.3.6 Schedule No. 6

Schedule No. 6 is dedicated to the Grand Summary of Prices quoted against Schedule Nos. 1, 2 and 4. Total of Schedule – Grand Summary to be carried forward to Price Bid, Section IV-A.

The Bidder shall also give breakdown of his fixed Lump Sum Price clearly giving the Custom Duty, GST (CGST, SGST, IGST, UGST etc.) and any other Tax, levy, Cess, etc. along with the applicable rate in the Form attached as Appendix A to this Schedule No.6.

1.3.7 Schedule No. 7

This schedule pertains to spares parts, consumables and special tools recommended by the Bidder. The prices quoted under this Schedule shall remain fixed till the issue of Operational Acceptance Certificate and thereafter shall be adjusted in accordance with Clause 2, Appendix 2, Section IX, Part 3.

1.3.8 Schedule No. 8

This shall detail the pricing for unqualified withdrawal of Nonmaterial Nonconformities submitted in 'Statement of Nonmaterial Nonconformities', Bid Form 2, Section IV-A, Bidding Forms.

1.3.10 Price / Cost Breakdown

- a) The total of Schedule Nos. 1, 2, and 4 as shown in Schedule No. 6 (Grand Summary) of this Pricing Document shall be deemed to include all costs associated with the manufacture, supply and delivery to Site of such item by the Contractor (including, without limitation, the cost of manufacture, packing, supply and delivery to Site, testing & commissioning, labour cost, preliminaries and other general requirements, overheads and profit, taxes, duties, insurance and any other costs.) irrespective of the quantity of the items to be supplied.
- b) Variations will only be considered if there is any additional work required beyond the scope as mentioned in Part 2 Section VI-A & VI-B - Employer's Requirements and as mentioned in this section elsewhere or the Project Manager instructs any changes to the existing scope.
- c) Payments to the Contractor will be made in accordance with Terms and Procedure for Payment as mentioned in Appendix 1 to Contract Forms in Part 3, Section IX.
- d) No payment will be made against any item in the Contractor's Pricing Document which has a value entered against in the Amount column as indicating '0', 'NIL' or left blank.

1.4 Payment Concept

Payment will be calculated as per Appendix 1, Section IX, Contract Forms, subject to the Project Manager/Employer being satisfied that the Facilities for each item are 100% complete. Payment will be based on the Contractor's submission of a stage-wise statement in the case of supply portion of the Contract as per Appendix 1, Section IX, Contract Forms.



a) **Apportionment of Lump Sum Price to Schedules & Milestones under Each Schedule**

1. The whole of Facilities is divided into Schedules. Each of these Schedules represents a major item associated with the Facilities. Schedules are named according to their general scope of Work.
2. The Lump Sum price for the whole of Facilities shall be apportioned by the Bidder among the various Schedules.
3. In case of a Joint Venture/Consortium, Payment will be made in the name of Joint Venture/Consortium only. However, on combined request by all members of JV/Consortium, payments can be made to Individual JV/Consortium members with approval of the Employer.
4. The sums of amounts shown in a Schedule Nos. 1, 2 & 4 are the amounts that are to be carried forward to the Grand Summary at Schedule No. 6. For Schedules that involve payment in foreign currency, the division of the respective Schedule amounts between INR, JYP, USD and Euro shall be shown in the said Summary.
5. The scope and extent of the Facilities are to be ascertained by reference to the Contract documents as a whole and shall not be limited in any manner whatsoever by the descriptions of the Schedules.
6. The maximum/ minimum amount or percentage of the total price that can be apportioned to Schedule Nos.4 is indicated in the respective schedule.

b) **Custom Clearance**

The Contractor shall be solely responsible for Custom clearances (including any other related activities) of all items that may be directly or indirectly required for execution of this Contract.

1.5 Quantity Variation

- 1.5.1 The Employer at his sole discretion may advise the Contractor in writing about increase of the total quantity by as defined in Clause no 39.1.1, Section VIII, Part 3.
- 1.5.2 Employer may exercise the option on any date before the commissioning of the last of the contracted Equipment. Contractor shall be required to supply increased ordered quantity at the contracted terms & conditions and contracted per unit price and no additional amount on account of quantity variation or escalation or any other account whatsoever shall be payable to the Contractor.
- 1.5.5 For the increased quantity, if any, beyond the original scope as indicated in the Employer's Requirements, the Key Dates for the increased quantity shall be mutually agreed.



Schedules of Rates and Prices

Schedule No. 1: Equipment and DLP Spares to be supplied from abroad:

DDP Basis- (Price to be quoted as per Clause 1.2.1 & 1.3.1) - Material Handling Equipment

Item	Description	Equipment	Qty Nos	INR	JYP	EURO	USD
				Amount	Amount	Amount	Amount
1	Obtain the "Notice of No Objection" or "Notice of No Objection Subject to ---" from the Project Manager as per Employer's Requirement (detailed in Part 2) after completion of all the following: <ul style="list-style-type: none"> • Issue of Inspection Certificate on completion of all Factory Acceptance Tests, • Marine Insurance and transit insurance up to Metro Depot, • Dispatch of Equipment and DLP Spares from offshore factory and shipping port, • Documents certifying shipping to port in India, custom clearance at port in India, delivery of Equipment & DLP Spares and its unloading at Metro Depot at Mumbai in good condition. 	Electric Stand-on Stacker – 1.5 tons, (Ride-on)	2				
		Diesel Operated Forklift truck- 5 ton	2				
		Electric forklift trucks – 3 tons	2				
		Electric Side forklift trucks (Articulated Forklift Truck)– 2 tons	1				
		Hydraulic Hand Pallet Truck – 2.5 tons (manual operation)	5				
		Electric Stand-on Pallet Truck- 2 tons (battery operated)	2				
		Self-Propelled Scissor lift platform (Cap 300 kg)	1				
2	<ul style="list-style-type: none"> • Delivery and acceptance of consumables & serviceable Spares* for 2 years (Details as per Annexure 1) 	All Items Combined					
Total (to be carried to Schedule No. 6 Grand Summary)							

Note:

- Only items to be supplied from abroad are to be quoted in this statement. If an item is to be supplied from within the country, its to be quoted in Schedule No.2.
- The prices shall be quoted for the full quantity under the Contract. Unit rate for each Equipment shall be calculated by dividing the amount quoted with the number of items under procur



- * The Contractor shall list the items and the quantities required for servicing and normal maintenance for a period of 2 years of DLP. If the quantities fall short, the Contractor shall supply the additional quantities required during the 2 years of DLP free of cost.

Country of Origin Declaration Form

Item	Description	Code	Country



**Schedule No. 2: Equipment and DLP Spares to be supplied from within the Employer’s country
 DDP Basis- (Price to be quoted as per Clause 1.2.1 & 1.3.2) - Material Handling Equipment**

Item	Description	Equipment	Qty	INR
				Amount
1	Obtain the “Notice of No Objection” or “Notice of No Objection Subject to ---“from the Project Manager as per Employer’s Requirement (detailed in Part 2) after completion of all the following: • Issue of Inspection Certificate on satisfactory completion of all Factory Acceptance Tests. • Transit Insurance. • Despatch Documents. • Despatch of Plant & DLP Spares from onshore factory. • Inland transportation in India, delivery of Material Handling Equipment and its unloading at MMRC Depot site, Mumbai in good condition.	Electric Stand-on Stacker – 1.5 tons, (Ride-on)	2	
		Diesel Operated Forklift truck- 5 ton	2	
		Electric forklift trucks – 3 tons	2	
		Electric Side forklift trucks (Articulated Forklift Truck) – 2 tons	1	
		Hydraulic Hand Pallet Truck - 2.5 tons (manual operation)	5	
		Electric Stand-on Pallet Truck- 2 tons (battery operated)	2	
		Self-Propelled Scissor lift platform (Cap 300 kg)	1	
2	Delivery and acceptance of consumables & serviceable Spares* for 2 years (Details as per Annexure 1)	All Items Combined		
Total (to be carried to Schedule No. 6 Grand Summary)				

Note:

- Only items to be supplied from within the country are to be quoted in this Schedule No. 2. If an item is to be supplied from abroad, it is to be quoted in Schedule No.1.
- The prices shall be quoted for the full quantity under the Contract. Unit rate for each Equipment shall be calculated by dividing the amount quoted with the number of items under procurement.
- * The Contractor shall list the items and the quantities required for servicing and normal maintenance for a period of 2 years of DLP. If the quantities fall short, the Contractor shall supply the additional quantities required during the 2 years of DLP free of cost.



Schedule No. 3 (Design Services): DELETED.



Schedule No. 4: Installation, Testing & Commissioning, and Other Services

(Price to be quoted as per Clause 1.2.1 & 1.3.4)

Material Handling Equipment

Item	Description	Equipment	Unit	Quantity	INR	JPY	USD	EURO
					Amount	Amount	Amount	Amount
1	<ul style="list-style-type: none"> • Obtain the “Notice of No Objection” or “Notice of No Objection Subject to ---” from the Project Manager as per Employer’s Requirement (detailed in Part 2) for: • This includes but is not limited to: • Installation of Equipment, obtaining certificate of satisfactory completion of functional tests in the Depot. • Completion of Commissioning including Guarantee Testing in the Depot. • Submission of Training Manual and O&M Manuals, • Completion of Training of Employer’s O&M Staff at Site. • Submission of Spare Parts catalogue. • Supply of special tools, PPE kits, fixtures, gauges and Maintenance toolbox equipped with all repair & maintenance tools. 	Electric Stand-on Stacker – 1.5 tons, (Ride-on)	Nos	2				
		Diesel Operated Forklift truck- 5 ton	Nos	2				
		Electric forklift trucks – 3 tons	Nos	2				
		Electric Side forklift trucks (Articulated Forklift Truck) – 2 tons	No	1				
		Hydraulic Hand Pallet Truck - 2.5 tons (manual operation)	Nos	5				
		Electric Stand-on Pallet Truck- 2 tons (battery operated)	Nos	2				
		Self-Propelled Scissor lift platform (Cap 300 kg)	No	1				
Total (Only Amount to be shown)								
Name of the Bidder								
Signature of the Bidder								

NOTE: The total amount quoted in Schedule No. 4 shall not be less than 10% of the total quoted price for each Equipment indicated in schedule No 6 (sum of prices quoted in Schedule Nos. 1 to



Schedule No. 5 (Provisional Sums): DELETED



Schedule No. 6: Grand Summary (Facilities)

Schedule 1	Description 2	Amount INR 3	Amount JPY 4	Amount USD 5	Amount EURO 6
1	Material Handling Equipment & DLP Consumables and Spares to be supplied from abroad				
2	Material Handling Equipment & DLP Consumables and Spares to be supplied within the Employer's country				
4	Installation, Testing & Commissioning, and Other Services				
	TOTAL COST				

EQUIVALENT BID TOTAL (total of Col 3, 4, 5 and 6 above) in USD (in figures) _____

EQUIVALENT BID TOTAL (total of Col 3, 4, 5 and 6 above) in USD (In words) _____

	Name of the Bidder
	Signature of the Bidder



Notes:

- Payments for this Contract will be made in Indian Rupees, Japanese JPY and/or maximum two other international currencies (USD or EURO), if the Contractor so desires, or in a combination of all four currencies, as stated in the Bid.
 - The Bidder shall complete the equivalent Bid Total in USD in figures and words above.
 - For the conversion to USD/Euro/JPY for INR equivalent the date of exchange rate will be Base Date as mentioned in ITB 37.1. The rate for conversion shall be as published by Reserve Bank of India and if the rate is not published, the as per the website of www.xe.com
 - Any Non-material non-conformities are to be indicated in the **Statement of Non-material Non-conformities, Section IV-A, Bidding Form 2**. The price for unqualified withdrawal of the deviations shall be entered in Schedule No. 8 of the Price Schedule and the Employer shall add this price to the quoted price for the purpose of comparison of Bids to ascertain the lowest Bidder.
-



Appendix A

Details of Taxes/Duties/Levies, etc. included in The Bid Price

Sr. No.	Taxable Amount	Custom Duty		CGST		SGST		IGST		UGST		Any Other Tax/Levy/Cess etc		Total Amount of all Taxes/Duties /Levies/Cess etc
		Rate %	Amount	Rate %	Amount	Rate %	Amount	Rate %	Amount	Rate %	Amount	Rate %	Amount	
<u>Schedule No. 1*</u>														
1														
2														
Total														
<u>Schedule No. 2*</u>														
1														
2														
Total														
<u>Schedule No. 4*</u>														
1														
2														
Total														
<u>Schedule No. 7*</u>														
1														
2														
Total														
<u>Schedule No. 8*</u>														
1														
2														
Total														
Grand Total														



*Please mention similar group of goods/services which attract same rate of tax under each schedule. Bidder shall add more rows wherever required. Refer to Clause 1.2.6 of Section IV-B above and the Notes below for an explanation of the above table.

NOTES:

The Bidder is to give in his Bid offer, a breakdown of his fixed Lump Sum Price clearly detailing the following:

- Custom duty on offshore manufactured Material Handling Equipment / Equipment, if any along with rate of Custom duty.
- GST (CGST/SGST/IGST/UGST, etc) (after availing relevant Credit) on completely assembled/manufactured Material Handling Equipment / Equipment, if any along with rate of GST (CGST/SGST/IGST/UGST, etc).
- Custom duty on imported spares, special tools, etc.. along with rate of Custom duty.
- GST (CGST/SGST/IGST /UGST, etc) on Spares, Jigs, Fixtures, Special tools, Testing and Diagnostic Equipment etc. along with rate of GST.
- GST (CGST/SGST/IGST/UGST, etc) on the completely assembled/manufactured Plant/ Equipment along with the rate of GST.
- GST (CGST/SGST/IGST/UGST, etc) on the indigenous finished Spares, Special tools and Testing Equipment etc. along with rate of GST.
- GST (CGST/SGST/IGST/UGST, etc) on works along with applicable rate.
- Any other tax/ levies/ Cess. etc. (If applicable)
- If the rates of taxes mentioned in above table is different from the actual applicable rates, then the actual applicable rates will be considered for variation purpose only, however no change in Bid prices quoted in different schedules shall be considered.

Name of the Bidder	
Signature of the Bidder	



Schedule No. 7: Recommended Spares.

These include Serviceable Spares, Consumables, Lubricants, Unit Exchange Spares and Special Tools.)

(Make separate sheet for each Equipment)

Item	Description	Unit	Unit Rate			
			INR	JPY	USD	EURO
1.						
2.						
3.						

Note:

1. The Bidder shall make a comprehensive and exhaustive list of all spare parts and lubricant which may be needed for replacement against wear and tear during the first 12 years of usage of each type of Equipment.
 2. The prices shall be quoted as per clause 1.2.1 and clause 1.3.7.
-



Schedule No. 8: Statement of Nonmaterial Nonconformities:

(Pricing for unqualified withdrawal of Nonmaterial Nonconformities submitted in 'Statement of Nonmaterial Nonconformities', Bid Form 2, Section IV-A, Bidding Forms)

Item	Equipment	Nonmaterial Nonconformities, i.e., Conditions, comments, remarks, deviations, etc.	Key date affected by each non-conformity	Increase or decrease for unqualified withdrawal of each Nonmaterial			
				Foreign Currency (ies)	Indian Rupees	Schedule No.	Key date
BID TOTAL							
EQUIVALENT BID TOTAL in figures (IN USD)							
Name of the Bidder							
Signature of the Bidder							

Notes:

1. In this Appendix, the Bidder shall indicate every key date that will be affected by each remark, comment, condition, qualifications or deviation, etc. that has been specified in Statement of Nonmaterial Deviations, Section IV-A, Bid Form 2 "Statement of Nonmaterial Deviations".
2. Prices for unqualified withdrawal of each remark, comment, condition, qualifications or deviation, etc. that has been specified in Statement of Nonmaterial Deviations, Section IV-A, Bid Form 2 - Bidding Forms shall be quoted in this Schedule No. 8, clearly indicating the Schedule No. and Key date to which it will be allocated. The 'Lump Sum Price' quoted by the Bidder in 'BID TOTAL' in Grand Summary (Schedule No. 6) shall not include the Price for withdrawal of remark, comment, condition, qualifications or deviation etc. quoted in this Schedule No. 8. However, the Employer shall adjust the Bid Price by taking into consideration the nonmaterial nonconformities to evaluate the Bid Price (for comparison purpose only) of the Technical Bids which are substantially responsive.
3. In case price for unqualified withdrawal of any remark, comment, condition, qualification or deviation etc. indicated in Statement of Nonmaterial Deviations, Section IV-A, Bidding Form 2 is not quoted in Schedule No. 8, it shall be considered that the remark, comment, condition, qualification or deviation is unconditionally withdrawn without any financial implication. However, Employer at its sole discretion and option may assess the financial implication of the said remark, comment, condition, qualification or deviation etc. based on best engineering principles and concepts, which shall be binding on the bidder, and the same may be considered by Employer for financial evaluation.



Anexure 1: Details of consumables and servicable spares against normal wear and tear for a period of 2 years of DLP

(Make separate list for each Equipment)

Sr.No	Item	Qty	Rate	Amount	Currency

----- End -----



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Design, Manufacture, Supply, Installation, Testing &
Commissioning of Material Handling Equipment
for Project "Mumbai Metro Line-3"

Part 1

Bidding Procedures

Section V

Eligible Source Countries of Japanese ODA Loans

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRCL Line 3 Transit Office,
Wing A, Block E,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India.**



Bidding Documents

Composition of Documents

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Form
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements – General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular conditions of contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings



Section V. Eligible Source Countries of Japanese ODA Loans

[All countries and Areas]

----- End -----



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing & Commissioning
of Material Handling Equipment
for Project "Mumbai Metro Line-3"

PART 2 Employer's Requirements

Section VI-A Employers Requirements – General Specifications
Section VI-B Employer's Requirements – Technical Specifications

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRC Line 3 Transit Office,
Wing 'A', 'E' Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai 400 051, India**



Bidding Documents

Composition of Documents

Part 1	Bidding Procedure
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Forms
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements –General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular Conditions of Contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings



BIDDING DOCUMENTS



MUMBAI METRO LINE - 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing &
Commissioning of Material Handling Equipment
for Project "Mumbai Metro Line-3"

Part 2

Employer's Requirements

Section VI-A

General Specifications

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRC Line 3 Transit Office,
Wing A, Block E,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India.**



Bidding Documents Composition of Documents

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Form
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
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Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
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CHAPTER 1

1. General Requirements

1.1 General

This Specification covers the general aspects of the Contract viz., description of the Works, Project Planning and Progress Monitoring, Management Plans, Interface Management, Document Submission, etc. amongst some other aspects. This General Specification shall be read in conjunction with Technical Specification, Section VI-B, Part 2 and other Contract documents in Part 1 and Part 3.

(a) Application of the General Specification (GS)

The provisions contained in the Technical Specifications and the Employer's Drawings shall prevail over the provisions contained in the General Specifications. These shall be read in conjunction with General Conditions of Contract (GC), Particular Conditions of Contract (PC), Technical Specifications, Instructions to Bidders and other Contract Documents.

(b) Scope of Work:

The Scope of Work under this Contract Covers Manufacture, Supply, Installation, Testing & Commissioning of the Equipment as detailed in Bidding Documents with supply of associated accessories for Mumbai Metro Line 3 Depot, Mumbai including training of Employer's Personnel for Operation & Maintenance of the Equipment as per the Contract requirements.

(c) Abbreviations & Definitions:

The abbreviations and definitions of terms used in General Specifications are detailed in Appendix 2.

(d) Submission for Notice of No Objection

Documents, drawings, specifications, and any other matters which have been given Notice of No Objection by the Project Manager shall not be changed without further submission and review by the Project Manager.

1.2 Power Supply

Traction: 25 kV, AC, 50 Hz single-phase traction system shall consist of Rigid Overhead Catenary System (ROCS) in the complete underground portion of 32.5 kms from Seepz to Cuffe Parade and Flexible Overhead Catenary System (FOCS) in the Depot yard and other than underground section in the of Mumbai Metro Line 3 Project.

Non-traction: 415 V, AC, 50 Hz, 3 phase, 3 core connection power supply shall be available for non-traction purposes in the Depot for operations of the Equipment. The Contractor shall supply the Equipment such that it is capable of giving guaranteed performance within $\pm 10\%$ of voltage fluctuations. The Equipment installed shall not cause unbalance to the supply.

1.3 Climatic Conditions

(a) The Equipment shall be required to work under the climatic conditions of Mumbai. The water at site is expected to be hard with high salt content.

(b) The Contractor shall check the prevailing climatic conditions from the website (<http://www.wunderground.com.>) or the Regional Meteorological Centre of Mumbai



and supply the Equipment which is suitable for the most severe conditions with allowance for further extreme conditions.

- (c) High level of IP protection is required in order to ensure equipment reliability under the dusty and rainy climatic conditions prevalent in Mumbai area. The Contractor shall also take into consideration the conditions in which the Facilities may be required to operate that may affect the operating environment in any way.

1.4 Environmental Protection

The Contractor shall conform and comply with the various Indian Environmental Laws and codes as applicable relating to Environment Protection, Air Pollution, Water Pollution, Noise Pollution, Hazardous Waste Disposal, etc. These include, but not limited to, the latest version of the following:

- (i) Environment Protection Act, 1986
(ii) Air (Prevention and Control of Pollution) Act, 1981
(iii) The Noise Pollution (Regulation & Control) Rules, 2000

1.5 Standards and Codes

- (a) Unless otherwise stated in the Contract, reference in this Section to International Standards, European Standards, British Standards, British Standard Codes of Practice, Indian Standards and similar standards shall mean the latest edition of the document stated in the Technical Specifications, Section VI-B.
- (b) Plant & Equipment, related equipment and its software shall be in accordance with the requirements of the standards and codes specified in the Employer's Requirements - Technical Specification. The Contractor may propose an alternative equivalent international standard or deviation from the specified standards before manufacturing the Equipment. The Contractor shall, in such a case, apply for a 'Notice of No Objection' or 'Notice of No Objection subject to ...' from the Project Manager. The Contractor shall state the exact nature of the change, the reason for making the change and relevant specifications of the materials and equipment.
- (c) Where no standard is identifiable, the Contractor shall make a proposal, based on the best international practice, which shall be subject to review by the Project Manager.

1.6 Units

All drawings and calculations submitted with the Bid, or in accordance with the requirements of the Contract, shall use SI units.

1.7 Public Relations

The Contractor shall not provide any press release, press statement, or publish any subject related to the Project without first seeking clearance from MMRC.

----- End of Chapter 1 -----



CHAPTER 2

2. Planning, Program and Progress Monitoring

2.1 Planning

2.1.1 The Contractor shall prepare a programme, using CPM scheduling software Primavera Project Planner (P6) programme or MS Project of the latest version, which shall reflect the start and completion of different activities for satisfactory completion of the Project.

2.1.2 Key dates (as defined in Appendix 1) shall be an integral part of the programme.

2.1.3 The submissions of the programmes (described in this Chapter) and Management Plans (described in Chapter 3) shall comply with the requirements as given in 'Appendix 7- List of Deliverables' by the Contractor.

2.1.4 All programme submissions shall, unless otherwise specified, conform to the level of details specified in Appendix 3.

2.2 Works Programme

2.2.1 The Contractor shall prepare and submit his **Works Programme** including details of start and completion of different major activities, viz. Manufacturing, Inspection, Testing, Delivery, Installation, Testing & Commissioning and Training within the period specified in Appendix 7 that shall be adopted to achieve Key Dates of the Contract.

2.3 Interface Management Program

2.3.1 An **Interface Management Programme** shall be developed in accordance with the interface requirements of the Contract. This shall include all interface requirements with the concerned system-wide Contractors at different stages, viz., manufacturing, installation, testing and commissioning.

2.4 IT Requirement of Employer

2.4.1 Employer is implementing an Enterprise-wide cloud-based IT project titled "Integrated Project Management Platform". The IT project envisages following application stack:

- a) Planning, Progress, Performance reporting and Scheduling services using Primavera Project Planner (P6) program or MS Project convertible to MPX or XML of the latest version.
- b) Collaborative Document Control and Management Services (using Proliance and Bentley Project Wise).
- c) Comprehensive Asset Management System.

2.4.2 The effective use of such IT platform requires availability of web-based system at the Contractor's location with certain definite user's rights. Data uploading by Contractor's trained staff is key to effective implementation of the IT system. The Bidders are required to consider in their proposal the cost of IT staff for document uploading.

2.4.3 In view of the above, the Contractor shall be required to:

- a) Upload the drawings as per the classification on the Project Management Information System (PMIS).



- b) Key Contract related communication and progress related data as per processes defined on PMIS.
- 2.4.4 The Project Manager's IT Project Team shall render necessary assistance to the Contractor, to comply with the software system requirement.
- 2.5 Bi-Monthly Progress Report**
The Contractor shall prepare Bi-Monthly Progress reports, as detailed in Appendix 4, and in the prescribed format which can be collected from the Project Manager after award of Contract. These reports shall be regularly submitted to the Project Manager.
- 2.6 Meetings**
- 2.6.1 The Contractor or his representative/ Equipment Project Manager shall participate in meetings as indicated below:
- 2.6.2 **Initial Contract Meeting:**
This meeting shall take place within fourteen (14) days of the issue of Letter of Acceptance. The agenda of the meeting shall include, amongst other issues, the following points:
- a) Submission of performance bank guarantees, insurance policies and any other document.
 - b) Nomination of the Contractor's Representative, Document Controller and Key Personnel for all coordination and compliance of the Contractual obligations.
 - c) Training of Contractor's staff in Employer's Project Management Information system.
 - d) Signing of the Contract Agreement.
- 2.6.3 **Interim meetings during the execution of the Contract:**
The Project Manager shall convene interim meetings, as and when required and considered necessary by either the Project Manager or the Contractor, whether online or with physical presence to sort out issues relating to progress, interface and any outstanding issues.
The Project Manager shall record minutes of all meetings and distribute them within seven (7) days of the meeting. The meetings will be chaired by the Project Manager.
- 2.7 Review Periods for Contractor's Submissions:**
- 2.7.1 The Project Manager shall review the Contractor's submissions which require his acceptance and shall signify his acceptance or otherwise within 14 days. The Contractor shall, when required by the Project Manager, re-submit its programs within 14 days of receipt of the Project Manager's comments.
- 2.7.2 The Project Manager will endeavour to review and respond to the Contractor on the adequacy and acceptability of the Contractor's submissions and re-submissions as soon as reasonably possible, but the Contractor should always allow for a 14-day review period.
- 2.8 Failure to make Submissions:**
Failure of the Contractor to submit any program, or any required revisions thereto



within the time limits stated shall be sufficient reason for certification that the Contractor is not performing the work required in a timely manner.

2.9 Project Calendar:

2.9.1 Project Days shall be deemed to commence at 0000 hours on the morning of the day in question. Where reference is made to the completion of an activity or Milestone by a particular day, this shall mean by midnight of the day.

----- **End of Chapter 2** -----



CHAPTER 3

3. Management Plans:

3.1 General

3.1.1 **List of Plans:** In order to ensure satisfactory execution of the Contract, completion of works within specified targets, and quality in manufacturing and execution of work, following Management Plans shall be developed during execution of the Contract. These Plans shall be developed and submitted by the Contractor for Project Manager's review and issue of Notice of No Objection by the PM:

- a) Interface Management Plan
- b) Quality Plan
- c) Testing & Commissioning Plan
- d) System Safety Plan

The plans shall collectively define and describe the Contractor's proposed methods and procedures to meet the requirements of the contracted work. The submissions of the plans shall comply with the requirements as given in Appendix 7- list of deliverables by the Contractor.

3.2 Project Management Key Personnel:

3.2.1 The Contractor shall submit the names, qualifications, experience, and positions of key personnel's information of Project Management Key personnel as described below:

The Contractor shall depute and advise the names of the following key personnel that meet the experience requirements given below:

Sr. No.	Position	Total Work Experience (years)	Experience in similar position held, in Works similar in scope and nature (years)
1	Eqpt Project Manager	4	2
2	Interface Manager	2	1
3	Installation, Testing & Commissioning Manager (Site Engineer)	3	1
4	Quality Manager	3	1

- a) The Eqpt Project Manager shall coordinate all activities including interface, manufacture, inspection, delivery, installation, testing & commissioning of the complete Facilities & satisfactory execution of the Contract on behalf of the Contractor. He can also act as the Interface Manager as also the Installation, Testing & Commissioning Manager subject to satisfying the requirements of these positions.



- b) The Interface Manager shall have completed at least one interface work of similar nature of item.
- c) The Site Engineer shall undertake the responsibility of Installation, Testing & Commissioning activities of the Material Handling Equipment under the Contract in addition to the interface requirements during these activities. He shall also as Safety Manager during the work of Installation, Testing & Commissioning at Site. He shall have completed at one work of installation, testing and commissioning of similar nature of item.
- d) The Quality Manager shall be responsible for checking quality of the Material Handling Equipment at all stages of work, viz. procurement, manufacturing, installation and commissioning.

3.3 Interface Management Plan

- 3.3.1 The Interface Manager shall develop the Interface Management plan in accordance with the requirements of Chapter 4.
- 3.3.2 The Plan shall include all the interface requirements with the respective Interfacing Contractors at different stages of execution, viz., installation, testing and commissioning.
- 3.3.3 He shall carry out the interfacing work with all interfacing Contractors and the Project Manager.

3.4 Project Implementation Plan

The Project Implementation Plan shall cover the following plans:

3.4.1 Inspection & Testing Plan

- a) The Contractor shall give details of Inspection and Testing of procured materials before their acceptance and use.
- b) The Plan shall also detail the stage wise testing of the Material Handling Equipment and its parts/ sub-assemblies during manufacture.
- c) Details of Factory Acceptance Test (FAT) shall be included in the plan including details of tests constituting the Factory Acceptance Tests.

3.4.2 Delivery Plan

- a) The Contractor shall prepare Delivery plan giving details of delivery methodology complying with the employer's requirements.
- b) It shall cover the packaging, transportation, delivery, unloading, storage and preservation of the Material Handling Equipment delivered.
- c) It shall list out the approximate no packages with their approximate contents and weight.
- d) Delivery of the Material Handling Equipment shall be carried out only after getting Notice of No Objection from the Project Manager after FAT.

3.4.3 Testing & Commissioning Plan

- a) The Contractor shall submit the Testing & Commissioning Plan detailing the methodology for testing & Commissioning of the Material Handling Equipment at Site. The Contractor shall also list out the pre-requisites to be complied by the Employer for SAT and commissioning of the Material Handling Equipment.



3.4.4 System Safety Plan

- (a) The Contractor shall submit a System Safety Plan, which shall contain sufficient information to demonstrate clearly as to how the safe working of the Material Handling Equipment shall be ensured. This Plan should include an outline of the safety procedures and regulations to be developed and the mechanisms by which they will be implemented for ensuring safety including Hazard Analysis, Fire control, and safety in transportation of the Material Handling Equipment, etc.
- (b) The Contractor shall ensure that all the hazards are identified. He shall list all possible hazards and mention methods adopted to resolve them.
- (c) The Fire Control Plan shall evaluate and ensure inter alia that the fire loadings of material proposed to be used, and the fire withstand ratings, etc. are compatible with currently accepted international practices.

3.5 Quality Plan

- 3.5.1 The Contractor shall submit a Quality Plan in accordance with the requirements of Chapter 6. It shall contain sufficient information to demonstrate clearly the proposed method of achieving the Contractor's Quality objectives in compliance to the requirements the Contract.
- 3.5.2 The Plan shall be based on acceptable International Standards (such as ISO 9001/2015 "Model for Quality Assurance in Design Development, Production, Installation and Servicing" or other relevant standards).
- 3.5.3 The Quality Plan shall embrace all activities of Contractors and sub-Contractors/vendors of major items of supply and shall include manufacturing, sub-Contracting, tests, inspection, installation & commissioning as also the Quality Audits.

----- **End of Chapter 3** -----



CHAPTER 4

4. Interface Management

4.1 General

- 4.1.1 The Contractor shall interface the Manufacturing, Supply, Installation, Testing & Commissioning, covering with that of other Interfacing Contractors. The Contractor shall keep the Project Manager fully informed in respect of such interfaces.
- 4.1.2 The Equipment Project Manager will nominate a suitable person as Interface Manager who shall assume the primary role as Contractual focal point with the various Interfacing Contractors and the Project Manager. The Interface Manager shall deal directly with other Interfacing Contractors, keeping the Project Manager informed, for all interface, supply of Material Handling Equipment, testing and commissioning so that work is not delayed.
- 4.1.3 Major Interfacing Contractors for Equipment Contractor are (wherever applicable):
- a) Depot E&M Contractor (DEM)
 - b) Common Asset Management System Contractor (CAMS)

4.2 Contractor's Co-ordination Responsibilities

- 4.2.1 The lead Interfacing Contractor shall be responsible for monitoring, managing, and resolving all interface issues between all Interfacing Contractors.

4.3 Interface Responsibilities

- 4.3.1 The tentative interface requirements for Supply, Installation, Testing & Commissioning including the guarantee Testing are tabulated, interface Contractor-wise, in Appendix 5.
- 4.3.2 The Contractor shall be responsible for ensuring that all requirements of the specifications pertaining to interfaces are satisfied.

4.4 Interfacing Functions

- The Lead Interfacing Contractors are responsible for, but not limited to, the following,
- a) Preparing the Interface Management Plan and subsequent procedures,
 - b) Preparing their Interface Specification Sheets (ISS), Interface Specification Forms (ISF) and Confirmation Co-ordination Forms (CCF) and issuing same to the relevant Interface Contractors and PM,

4.5 Interface with Common Asset Management System (CAMS) Contractor

- 4.5.1 The Employer is implementing IT-based Common Asset Management System (CAMS), which shall enable it to manage and optimize various processes (viz. maintenance management, O&M management, supply chain management, reporting, etc.)
- 4.5.2 The CAMS Contractor shall coordinate and interface with Contractor for successful integration of assets into the Common Asset Management System.
- 4.5.3 The Equipment to the required levels of breakdown shall be entered into the



CAMS.

- 4.5.4 The Equipment data shall be fed into the CAMS broadly in three forms:
- a) Wherever applicable, predetermined set of active failure rules shall be transmitted to Operation Control Centre. CAMS shall be able to take this data for processing.
 - b) Wherever applicable, appropriate data shall be downloaded from Control Console of the Equipment through GPRS or WLAN or Wi-Fi at predetermined intervals or locations. CAMS shall be capable of interfacing with the concerned database and take in filtered data.
 - c) Other data will be fed manually in the CAMS.
- 4.5.5 Wherever applicable, preventive and corrective maintenance data generated by the Control Console of each Equipment to be captured to raise the work request /work orders, and to update the equipment data.
- 4.5.6 The point of interface to the CAMS will be the CAMS depot (or other location) rack via Ethernet LAN connectivity.

----- End of Chapter 4 -----



CHAPTER 5

5. Document Submission

5.1 General

5.1.1 The Contractor shall submit all documentation related to the execution of the Contract and as specified in the Bidding Document for the PM's information, comment and notice of no objection.

5.1.2 All submissions shall be made to the PM in a format which has Notice of No Objection by the PM and in accordance with the requirements in

- a) the Contract,
- b) Unless otherwise stated herein, all documents shall, as a minimum, be produced in accordance with the following requirements:
 - i) All documentation shall be submitted in the English language using SI Units,
 - ii) All documentation shall be produced with a suitable indexing and document numbering system to be agreed with the Employer and compatible with Employer's project,

5.1.3 Document format:

- a) The Contractor shall use suitable, compatible, industry standard software packages in the preparation of documentation for submission to the PM.
- b) The following software which shall be compatible with the Employer's Requirement and also with Intel-Windows based computers shall be used, unless otherwise stated, for the various electronic submissions required:
 - Text Documents MS Word
 - Spread Sheets MS Excel
 - Programs Primavera P6 or MS Project
 - Drawings Auto CAD
 - Project Management MS Project

5.2 Number of Copies

The Contractor shall submit four (04) sets of hard copies of all submissions mentioned below after obtaining NoNO (Status 'C') from the Project Manager. This includes document submissions, Management Plans, Works Program, and all other submissions.

The Contractor shall also submit additional copies of the above submissions as and asked for by the Project Manager.

5.3 Document Notification Codes

The PM will respond to the Contractor by issuing a Document Submission Report (DSR) indicating notification in one of the following three ways:

DRAWING/DOCUMENT SUBMISSION REPORT			
CODE	STATUS		COMMENT
'A'	Objection		Complete re-submission required
'B'	No Objection with comments		Incorporate All Comments - & re-submit Documents
'C'	No Objection		Notice of No Objection



Signature:	Print Name:	Date:
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- a) Issue of a Notice of "No Objection", status code 'C', entitles the Contractor to proceed to the next stage of the programme of work. Receipt of such notice of no objection does not in any way remove any responsibility from the Contractor for complying with the Contract.
- b) If the PM discovers minor non-compliance, discrepancies, omissions, etc. that, in his opinion, are not of a fundamental nature, he will return the completed Document Submission Report (DSR) – Status Sheet with the status code 'B' checked as 'No Objection with comments' with a Document Submission Report (DSR) – Comment Sheet containing a listing of the Employer's Requirements Comments and area of deficiency which are required to be amended, included or improved to comply with the Contract. Issue of a 'No Objection with comments' entitles the Contractor to proceed to the next stage of the programme of work, subject to the required amendments of documents whereby the PM's comments are taken into account fully and implemented exactly.
- c) If the PM discovers major non-compliance, discrepancies, omissions, etc. that, in his opinion, are of a fundamental nature, he may return the Document Submission Report (DSR) – Status Sheet with the status code 'A' checked 'Objection. A complete resubmission is required' with a Document Submission Report (DSR) – Comment Sheet containing a listing of the PM Comments and area of deficiency which are required to be amended, included or improved to comply with requirements of the Contract. The issuance of an 'Objection. A complete resubmission is required' does not entitle the Contractor to proceed to the next stage of the programme of work until it is entirely resubmitted in a proper way and all of the PM's comments are fully taken into account and a satisfactory re-submission has been made (i.e., one which results in a code 'B' 'No Objection with comments or code 'C' 'Notice of no objection').

5.3.1 The Project Manager will complete his review of the submission within 14 calendar days, after which the review comments in writing or on marked up drawings and specifications will be furnished to the Contractor. Within two weeks of the receipt of the Project Manager's comments, the Contractor shall submit its proposals for implementation in the next submission. Where the comments are minor, such proposals may be clarified by calculations, part prints, etc. acceptable to the Project Manager and included in the Contractor's next submission. Should the Project Manager deem the submission to be unacceptable, the Contractor shall revise and resubmit the entire submission within two weeks, unless otherwise agreed with the Project Manager.

5.3.2 After Project Manager's review of the document submissions, the Contractor shall update the documentation incorporating Project Manager's observations. For all subsequent submissions, the Contractor shall demonstrate that all the previous comments by Project Manager have been incorporated. The comments previously issued by Project Manager shall also become part of the submission.

5.4 Document Identification and Numbering

5.4.1 The Contractor shall follow the project-wide Document Identification and



Numbering Procedure of the Employer.

- 5.4.2 The Contractor shall, after award of the Contract, co-ordinate with the Document Controller of the Project Manager and shall take from him the details of the Numbering System to be followed with the Project Manager.

----- End of Chapter 5 -----



CHAPTER 6

6. Quality Management

6.1 Introduction

6.1.1 The Contractor shall maintain and implement a Quality Management System, based on International Standard ISO 9001: 2015 or latest, that shall remain in effect from the instance of manufacturing until commissioning/ handing over and shall submit it for PM's Notice of No Objection (NoNO) as specified in this Section.

6.1.2 The Contractor's Quality Plan shall be capable of ensuring that all aspects of the Works, including but not limited to, procurement, fabrication/ manufacturing, inspection, installation, testing, and commissioning will comply with the requirements of the Contract.

6.1.3 The Contractor shall, for the PM/ Employer's Inspection, verification and /or Test and Commissioning provide:

- (a) Right to inspect,
- (b) Facilities to carry-out the inspection of their work, and
- (c) Assistance in travel and accommodation arrangements.

6.2 Quality Management System (QMS)

6.2.1 Contractor's QMS shall be capable of demonstrating by self-certification that all relevant standards, regulations, testing requirements and all requirements of the Contract are being met.

6.2.2 The Contractor shall designate an approved Quality Engineer who shall be classified as one of the Key Personnel and shall be responsible for overseeing the implementation of Quality Plan, Inspection Test Plans (ITPs), MSTs, etc. of the Contractor.

6.2.3 All software to be specifically developed or modified (re-engineered software) for the MML3 Project under this contract shall follow the requirements of EN 50128 (Railway Applications: Software of Railway Control and Protection Systems).

6.2.4 Quality Plan

Quality Plan, identifying its Quality Procedures, Audits, Organization chart, Documentations, Process Flowchart, Documents related to Control Process, Non-conformity, Corrective and Preventive Actions, etc. covering the entire scope of his Works in the Contract. Such Plan shall include but not limited to the schedule of internal, consultant/ subcontractor/ supplier Audits, Reports of which shall be promptly submitted to PM for information and record.

6.2.5 Manufacturing, Installation, Testing and Commissioning Stage Quality Control

- a) **Manufacturing Stage** shall include all pertinent details to manage and control manufacture which shall not be limited to:
 - i) Manufacturing Process, QA/QC ensuring compliance with specifications,
 - ii) Checklist for Manufacturing, Installation, Testing and Commissioning,
 - iii) The details shall include process and system of purchasing of materials/



equipment including approved bought-out items ensuring they comply with the requirements of the specification,

b) Testing & Commissioning Stage shall include all pertinent details to manage and control any test and inspection activities which shall not be limited to:

- i) The procedure for the inspection and/or testing,
- ii) Details of Inspections, Tests and Trials, its level and frequencies of each aspect of the Works of all incoming materials, in process and final product,

6.3 Quality System Requirements

6.3.1 All testing in India is to be carried out by laboratories accredited by NABL (National Accreditation Board of Testing and Calibration Laboratories) or internationally by accredited laboratory compliant to ISO 17025: 2005.

6.4 Reports

6.4.1 The Contractor shall compile and submit reports of each inspection and/or test. Such reports shall show the results of all the inspections and/or tests carried-out and shall certify that the work has been inspected and/or tested in accordance with the requirements of the Contract.

6.4.2 Each report of inspection and/or of test shall be signed by a representative of the Contractor who has been allocated the requisite authority under the relevant ITP and signed by the Contractor's Quality Engineer.

6.4.3 The Contractor shall ensure that a signed copy of report each-in-situ and each off-site inspection/ test is filed in his Records within seven (7) working days of the date of completion of the test process respectively.

6.4.4 The Project Manager reserves the right to inspect and audit these documents anytime.

----- End of Chapter 6 -----



CHAPTER 7

7 Packaging & Storage, Shipping and Delivery

7.1 Packaging & Storage

7.1.1 The Contractor shall, after manufacturing/ assembling, protect and store, in a manner to be accepted by the Project Manager, all equipment and materials so as to safeguard them against loss or damage from repeated handling, from climatic influences and from all other hazards arising during shipment, transit or storage on or off the Site.

7.1.2 Each case, crate or package shall be waterproof, rot-proof and insect/rodent proof and of robust construction.

7.1.3 Each case, crate or package shall contain a comprehensive packing list showing the contents with details of item number, mark, size and weight. A second copy of the packing list shall be enclosed in a watertight enclosure on the outside of each case.

7.1.4 All cases/ crates heavier than 100 kg shall be marked on the outside of the case to show the gross weight, the points for slinging, and where the weight is bearing.

7.2 Transportation

7.2.1 Procedures for access to and from the site shall be co-ordinated with the relevant Interfacing Contractors and other Relevant Authorities.

7.2.2 The Contractor shall be responsible for obtaining permission from the Traffic Police and other relevant authorities to move "very large" and "very heavy" loads and for arranging police escorts if required.

7.3 Delivery

7.3.1 The Contractor shall unload the Material Handling Equipment and all items to be supplied under the Contract at the designated delivery point and positioning or storing them. All facilities required for unloading the Material Handling Equipment at Site shall be arranged by the Contractor at his cost.

7.3.2 Any part of the Material Handling Equipment or any item to be supplied under the Contract that is damaged in transit shall not be considered as delivered until repairs or replacements have been made and all necessary spare parts or items have been delivered to the Site.

---- End of Chapter 7 ----



CHAPTER 8

8 Installation, Testing & Commissioning

8.1 General

8.1.1 The Contractor shall install, test and commission the Material Handling Equipment at Site in compliance with the Employer's Requirements and contractual obligations.

8.2 Installation, Testing & Commissioning Plan

8.2.1 The Installation, Testing & Commissioning Plan shall contain, but not limited to, the following topics:

- a) submission of Testing & Commissioning details and procedures,
- b) the details of each test and criteria for successful tests,

8.2.2 All facilities required for carrying out the SAT viz. labour, operator, and consumables shall be arranged by the Contractor, at his own cost.

----- **End of Chapter 8** -----



CHAPTER 9

9 Materials and Equipment

9.1 Materials

9.1.1 General

Certificates of tests by manufacturers, which are submitted to the Project Manager, shall relate to the material delivered to the Site. Certified true copies of certificates may be submitted if the original certificates cannot be obtained from the manufacturer. A letter from the supplier stating that the certificates relate to the material delivered to the Site shall be submitted with the certificates.

9.2 Equipment

9.2.1 Equipment Protection

All equipment shall be capable of continuous operation in its normal environment and achieve its stated service life.

9.3 Electronic Control Racks & Cabinets

9.3.1 Racks & Cabinets

- a) Electronic control equipment shall be housed in suitably enclosed metal cabinets.
- b) The equipment shall be of modular construction to facilitate easy maintenance, repair and replacement of parts. Standard commercial parts shall be utilized to the maximum extent possible.
- c) The Equipment shall be suitable for the environment in which it is to be used and it shall be designed to prevent ingress of all vermin and to minimize the ingress of moisture, dust and dirt.
- d) Outdoor equipment shall be sealed against the ingress of dust, moisture, and vermin.

9.3.2 Cables

- a) All cables shall be of the type LSZH and Fire Resistant with Circuit Integrity according to IEC 60331-24 with a sustainability of at least 1 hour.
- b) No joints or splices shall be permitted in cables or wires except at recognized termination points.
- c) Terminals carrying voltages exceeding 50 volts shall be uniquely identified and protected against accidental contact by persons, test equipment or other unintended physical contact. Similarly, all bus bars shall be suitably identified and protected.

----- End of Chapter 9 -----



CHAPTER 10

10 Training

10.1 Training Requirements

- 10.1.1 The Contractor shall provide comprehensive training to the Employer's staff to enable safe and efficient Operation and Maintenance of the Material Handling.
- 10.1.2 The Training Manual shall include, but not limited to, the following aspects of Material Handling Equipment for its Operation and Maintenance:
- a) Schedule of training courses.
 - b) Syllabus, format and duration of each course and training evaluation methods.
- 10.1.3 The Contractor is required to provide at its own cost, all other necessary training aids such as printed notes, video programs, models, drawings, e-learning modules, CDs and other training aids.
- 10.1.4 Facilities such as classrooms complete with furniture, electric points etc, will be made available, and shall be provided, by the Employer free of cost to the Contractor for imparting training as provided in the Contract.
- 10.1.5 All expenses of trainers, including travel and lodging, shall be borne by the Contractor. The cost of training material to trainees shall also be borne by the Contractor.
- 10.1.6 Any gadgets, e.g., laptop, projector etc., needed for the training shall be arranged by the Contractor. Onsite training will be done on the commissioned Material Handling Equipment.

10.2 Training Records

- 10.2.1 The Contractor shall, at the completion of each training course provide the PM with a consolidated training record listing the training course title, date of training, name of all trainees, training result and other relevant information.

---- End of Chapter 10 ----



CHAPTER 11

11 Operations & Maintenance

11.1 General

- 11.1.1 The Contractor shall provide Operation & Maintenance Manual explaining the operational and Maintenance related aspects of the complete system of Material Handling Equipment.
- 11.1.2 The manual shall include details of all the various systems and sub-systems from a maintenance and fault-finding viewpoint, with particulars of operating parameters, tools for dismantling and testing, methods of assembly and disassembly, tolerances, repair techniques and all other information necessary to set up a repair and servicing program.
- 11.1.3 The Manual shall provide documentation for all hardware and software for computer systems and other associated electronic equipment used in the Material Handling Equipment.
- 11.1.4 The manual shall also include inspection/ overhaul procedure and periodicity of various inspection/ overhaul schedules in detail including the tools, special tools/plants, and facilities required.
- 11.1.5 The Contractor shall provide five (05) hard copies and one (01) electronic soft copy (.pdf on CD) to the Employer.

---- End of Chapter 11 ----



CHAPTER 12

12 Supply of Spares, Special Tools and Test Equipment

12.1 Spares Documentation

The Contractor shall furnish an undertaking that he has no objection whatsoever and shall not in any way deter or obstruct the Employer, its licensee or its representative from dealing directly with the Contractor's Vendors for the purchase of the spares after the Operational Acceptance of the Equipment.

12.2 Supply of Spares by the Contractor

In the event of Contractor failing to supply the spare parts in accordance with this Contract, he shall in respect of each item of spare, furnish free of cost to the Employer, the drawings, specifications, and other information to enable the Employer to make or have made such spare parts. The Employer shall be entitled to retain the aforesaid drawings, etc. for such time only as is necessary for the exercise by the Employer of its rights under this clause and the drawings, if the Contractor so requires, shall be returned by the Employer to the Contractor in good order and condition (fair wear and tear excepted).

---- End of Chapter 12 ----



CHAPTER 13

13 Site Management

13.1 Access to Site

The Contractor will be given access to the Site in accordance with Clause 10.2 of the General Conditions of Contract. The Contractor shall approach the Depot Civil Contractor for access to the Site for delivery of the Equipment/ Inspection/ Interface work.

13.2 Site Facilities

The Contractor shall provide its own Material Handling Equipment for loading/unloading of Equipment and any heavy item, at the port of arrival, for transshipment, and at the MMRC depot. The Contractor shall, however, be allowed to use any necessary Depot facilities free of charge for assembly, installation, commissioning, inspection, and repairs, subject to its availability. The Employer shall, however, not be responsible for adequacy, reliability and safety of the facilities provided to the Contractor.

13.3 Site Management

The Contractor shall refrain from depositing rubbish or causing nuisance or permitting nuisance to be caused and, unless reviewed without objection by the Project Manager, depositing earth on or removing earth from areas of the site,

13.4 Site Safety

13.4.1 The Contractor shall, during Installation, Testing & Commissioning stage, take care of the Occupational Health, Safety & Environment aspects (OHS&E) for the health and safety of his workers engaged in the Installation work. The Contractor shall be expected to follow the provisions of different statutory provisions. The Contractor as well as his subcontractors shall actively pursue both at the Works and the Installation Site, the achievement of

- a) BS EN OHSAS 18001:2007- OHS Management System
- b) ISO 14001:2004- Environmental Management System.

13.4.2 The Contractor shall carryout the work of unloading of Material Handling Equipment at Site, its installation, testing and commissioning as per the safety requirements of Chief Safety Specialist, Project Manager Office.

13.4.3 The Contractor shall notify and submit a report to the Project Manager in standard forms immediately after the occurrence of a safety incidence involving its staff or that of its sub-Contractors, or to any person at the Installation site. Telephonic/ message information shall be sent within 2 hours of the incidence.

13.4.4 The Contractor shall deploy his persons at the Site who are competent for the work. Each person deployed shall carry a Permit to Work with him issued by the Contractor.

13.4.5 All persons deployed by the Contractor shall wear suitable and sufficient Personal Protective Equipment, e.g., Safety Helmets, Safety Shoes, and where required, Protective Goggles, Safety Harnesses, etc.

---- End of Chapter 13 ----



MUMBAI METRO LINE 3

Part 2

EMPLOYER'S REQUIREMENTS

Section VI-A

GENERAL SPECIFICATIONS AND APPENDICES

**Mumbai Metro Rail Corporation Ltd
MMRC Line 3 Transit Office,
Wing 'A', 'E' Block,
Bandra-Kurla Complex,
Bandra (East) Mumbai 400 051.**



APPENDIX 1- Key Dates

1 KEY DATES

The Contractor shall prepare and submit his detailed Work Program to achieve key dates of various activities on time. The Contractor shall complete the work in a phased manner by fixing priorities to different stretches of work to give access to the other interfacing Contractors as per the requirement of project from time to time and as per the key dates (milestones) indicated below:

CONTRACT KEYDATES Schedule of Key Dates- -----

Key date No.	Key Activity	Days
KD – 1	Submission of Works program, Interface Management Plan, Products data sheet and obtaining the Project Manager's 'Notice of No Objection' for Manufacture of the equipment.	28
KD – 2	Submission of Management Plans due till 63 days after effective date and obtaining the Project Manager's 'No Objection' to the above.	63
KD – 3 (Batch I)	Delivery of the Material Handling Equipment (Batch I) to MML3 Depot, Mumbai.	119
KD – 3 (Batch II)	Delivery of the Material Handling Equipment (Batch II) to MML3 Depot, Mumbai.	294
KD – 4 (Batch I)	Installation, Testing & Commissioning including Guarantee tests of the Material Handling Equipment (Batch I), Supply of O&M Manual, Training Manual and Training of O&M Personnel of Employer and issue of Operational Acceptance Certificate.	147
KD – 4 (Batch II)	Installation, Testing & Commissioning including Guarantee tests of the Material Handling Equipment (Batch II), Supply of O&M Manual, Training Manual and Training of O&M Personnel of Employer and issue of Operational Acceptance Certificate.	322
KD – 5	Completion of all obligations of the Contract under the Contract	350

Notes on Key Dates:

1. The achievement of a Key Date shall be subject to the issuing of a Notice of No Objection from the Project Manager.
2. The achievement of a Key Date shall require completion of all the works specified for achievement of the Key Date.
3. The achievement of Key Dates shall be read in conjunction with the Interface Specifications to establish access requirements for Interfacing Contractors.



Applicable rate for liquidated damages for respective Material Handling Equipment

- 1) If the Contractor fails to deliver as per the Key Dates within the period fixed for such delivery in the Contract or as extended from time to time, or at any time repudiates the Contract before the expiry of such period, the Employer may, without prejudice to his other rights, recover from the Contractor the Liquidated Damages which shall be 0.25% of the total value of the amounts apportioned to the respective Key Dates for each complete week of delay.
- 2) There is no maximum limit in levy of LD for delays in individual Key Dates. However, the aggregate amount of such liquidated damages shall in no event exceed 10% of the Contract price.
- 3) In case the Contractor is able to achieve KD-3, without delay on Contractor's account, all the applicable liquidated damages on KD-1 and KD-2 may be waived off and LD amount, if deducted, may be returned (without interest) to the Contractor.
- 4) In case the Contractor is able to achieve KD-4, without delay on Contractor's account, all the applicable liquidated damages on KD-1 to KD-3 may be waived off and LD amount, if deducted, may be returned (without interest) to the Contractor.

----- End of Appendix 1 -----



APPENDIX 2- Abbreviation & Definitions

TABLE 1- ABBREVIATIONS

Abbreviation	Description
AMS	Asset Management System
BS	British Standard
CD	Compact Disc
E&M	Electrical & Mechanical
ES	European Standard
FAT	Factory Acceptance Test
GC	General Consultants
GCIM	General Consultant Interface Manager (assigned by the PM)
IMP	Interface Management Plan
IP	Ingress Protection
IT	Information Technology
LAN	Local Area Network
NoNO	Notice of No Objection
OEM	Original Equipment Manufacturer
OHS&E	Operational Health, Safety & Environment
O&M	Operation and Maintenance
PM	Project Manager
QA	Quality Assurance
SAT	Site Acceptance Test
SI	International System (of Measurement)



TABLE 2- DEFINITIONS

Definition	Meaning
Access Dates	These are the dates that are to be achieved by the Interfacing Contractors and which are considered to be essential to the successful completion of the Contract to the Original planned schedule.
As-Built Drawings	These are those drawings produced by the Contractor and endorsed by it as true records of construction of the Works and which have been a given a Notice of No Objection by the PM.
Factory Acceptance Tests (FAT)	Means the tests to be performed at the Contractor's Works prior to delivery to the Site to verify compliance with the Specifications.
Installation Tests	Means the tests to be performed to verify the conformity of completion of an installation to the documents previously issued a Notice of No Objection by the PM prior to the start Installation.
Guarantee Testing and Commissioning	Means those tests that demonstrate the integration of the complete system meeting the requirements of the Specification in an operating environment.
Works	Means the Permanent Works or the Temporary Works, or either of them as appropriate.
Permanent Works	Means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
Temporary Works	Means the works that shall not remain on the Site after Employer's taking over of the Works.
Maintenance	Means the maintenance to be carried out in accordance with the Contractor's Maintenance Manual.
Preventive Maintenance	Means the maintenance specified by the Contractor's Maintenance Manuals to be carried out from the period of taking over of the Contract Works.

----- End of Appendix 2 -----



APPENDIX 3- Programs

3 PROGRAMS

3.1 Time-scaled Network / Bar Chart

- 3.1.1 All programs shall be developed by computerised Critical Path Method (CPM) using the Precedence Diagramming Method (PDM) and shall be presented in either bar chart or time- scaled network diagram format, suitably coloured to enable easy reading. All durations for the purpose of programming shall be in calendar days.
- 3.1.2 All key dates indicated in the Contract shall be shown. In addition to the key dates, the Contractor may require certain events that are critical to its work to be reflected in its programs. These shall be reflected as "milestones". Appropriate activity codes shall be used to distinguish "milestones" from the Key Dates.
- 3.1.3 Where duration for review of the Contractor's submissions is specified elsewhere in the Contract, they shall be used. Where they are not specified, a duration of 14 days for review of each submission shall be used.
- 3.1.4 The CPM Network Diagram shall be developed to permit modification to the schedule and allow for impacts on the schedule to be analysed by introduction of "what if" statements into the input data.

3.2 Time Scaled Network/Bar Chart Details

- 3.2.1 **Manufacturing:** The manufacturing network chart shall indicate the relationship and duration of the activities necessary to procure, manufacture, assemble equipment, testing, shipping and delivery of Equipment in time to support the activities at site. The network shall also cover activities of Sub-Contractor as appropriate, including testing.
- 3.2.2 **Testing and Commissioning including Guarantee Testing:** The Factory and Site Testing and Commissioning network/ bar chart shall present the relationship and duration of those items relating to Testing and Commissioning tests including those related to other Interfacing Contractors.

----- End of Appendix 3 -----



APPENDIX 4- Bi-Monthly Progress Report

4 Bi- Monthly Progress Report

4.1 Contract Stages

4.1.1 The Contractor shall submit to the Project Manager, a bi-monthly Progress Report. This Report shall be submitted by the end of each calendar bi-monthly period and shall account for all work actually performed from 1st day of the last bi-monthly period and up to end of the bi-monthly period of the submission. It shall be submitted in a format to which the Project Manager shall have given consent, but not be limited to the topics listed in the clauses below.

4.2 Financial Status

4.2.1 A narrative review of all significant financial matters, and actions proposed or taken in respect to any outstanding matters.

4.2.2 A spread sheet indicating the status of all payments due and made.

4.2.3 A report on of the status of any outstanding claims. The report shall provide interim updated accounts of continuing claims.

4.3 Physical Progress

4.3.1 It shall describe the status of work performed, including critical items and problem areas, corrective actions taken or planned and other pertinent activities, and shall address interface issues, problems and resolutions.

4.4 Milestones Status

A report on the status of all Milestones due to have been achieved during the Bi-monthly period and forecasts of achievement of any missed Milestones, and those due in the next Quarterly period.

4.5 Planning and Co-Ordination

4.5.1 A summary of all planning/co-ordination activities during the Bi-monthly period and details of outstanding actions.

4.5.2 A schedule of all submissions and consents/approvals obtained/outstanding.

4.6 Areas of Concern & Critical Issues

The Contractor shall submit a review of all areas of concern and critical issues during the Bi-monthly period including appropriate details of such issues for drawing attention of the Project Manager.

----- End of Appendix 4 -----



APPENDIX 5- Interface Sheet

Attachment A - Interface Specification Form

INTERFACE SPECIFICATION		Ref: to create	
	Contract Designation	Contractors Sequence Number	Date of Issue
Initiating Contractor			Interface Manager Signature
Responding Contractor			Interface Manager Signature
Interface Specification Required for;			Response Required by;
Reviewed by;			
Design Sections			Station Arch. / Building Services
<u>Description of the Interface</u>			
<u>Specific Details of the Interface</u>			<u>Location</u>
Drawings / Specifications Attached			
Title	Drawing / Specification Ref.		Drawing Issue
Document			
Document	Name	Date	Document References (if any)
Prepared by:			



Attachment B - Confirmation of Co-ordination Form

Mumbai Metro Rail Project					
Ref No.					
CONFIRMATION OF CO-ORDINATION					
CONTRACT:			TRANSMITTAL No.:		
TITLE:					
ACTIVITY NO.:					
GENERAL DESCRIPTION:					
SIGNATURE OF INTERFACING CONTRACTORS:					
	Interfacing Contractor	Authorized Name	Signature	Date Reviewed	Comment
1					
2					
Signatures above confirm that this design document has been reviewed as part of the co-ordination process.					
<p>NOTE: Where Contractors are not in agreement with the details on this submission, they are to comment above and advise the interfacing party in question requesting accommodation of the requirement and advise the PM under separate cover and report progress in Monthly Report / Co-ordination Meetings.</p>					



Attachment N – Indicative Interface Sheets for Contract MM3-CBS-DEQ-9-06A

SL NO	Description
N1	Indicative Interface Sheet for Material Handling Equipment (DEQ) and Depot Electrical & Mechanical (DEM)
N2	Indicative Interface Sheet for Common Asset Management System (CAMS) and Material Handling Equipment (DEQ)



INTERFACE SHEET

N1. Indicative Interface Sheet for Material Handling Equipment (DEQ) and Depot Electrical & Mechanical (DEM)

Mumbai Metro Interface Sheet	Contract A	Diesel Material Handling Equipment (DEQ)	Contract B	Depot Electrical & Mechanical (DEM)	Rev #	
					Date	
Approved by :	Material Handling Equipment (DEQ) Lead Contract		Depot Electrical & Mechanical (DEM) Participating Contract		First issue:	
GC issued by :						
Checked by :						
General Interface details between the Material Handling Equipment (DEQ) and Depot Electrical & Mechanical (DEM)						
Contract A (DEQ)		DESIGN STAGE		Contract B (DEM)		
DEQ /DEM-01: Shall provide the electrical requirements, if any, for battery charging, etc. for the Material Handling Equipment.			DEQ /DEM-01: Shall collect the details from Contract A and provide the electrical facilities at the suitable location.			
Reference documents:			Reference documents:			
Contract A (DEQ)		CONSTRUCTION / INSTALLATION STAGE		Contract B (DEM)		
NIL			NIL			
Reference documents:			Reference documents:			
Contract A (DEQ)		TEST & COMMISSIONING STAGE		Contract B (DEM)		
DEQ /DEM-04: Contract-A shall conduct test run jointly with Contract-B			DEQ /DEM-04: Contract-B shall co-ordinate with Contract-A			
Reference documents:			Reference documents:			



N2- Indicative Interface Sheet for Asset Management System (CAMS) and Material Handling Equipment (DEQ)

Mumbai Metro Interface Sheet	Contract A	CAMS	Contract B	Diesel Material Handling Equipment (DEQ)	Rev #	
					Date	
Approved by:	Common Asset Management System (CAMS) Lead Contract		Material Handling Equipment (DEQ) Participating Contract		First issue:	
GC issued by:						
Checked by:						
General Interface details between the Asset Management System (CAMS) and Material Handling Equipment (DEQ).						
Contract A (CAMS)		DESIGN STAGE			Contract B (DEQ)	
CAMS/DEQ-01: Shall provide main Asset Management common platform software and license /licenses to Contract B.			CAMS/DEQ-01: Shall ensure DEQ Asset data can be communicated with the main Common Asset Management Platform Software using compliant license/licenses with it provided by Asset Management System to fulfill the common template issued by Asset Management System.			
Contract A (CAMS)		CONSTRUCTION / INSTALLATION STAGE			Contract B (DEQ)	
AMS/DEQ-02: Shall provide the connectivity arrangements for Asset Management common platform Software at the design locations decided by MMRC.			AMS/DEQ-02: Shall agree and do the needful.			
Contract A (CAMS)		TEST & COMMISSIONING STAGE			Contract B (DEQ)	



Mumbai Metro Interface Sheet	Contract A	CAMS	Contract B	Diesel Material Handling Equipment (DEQ)	Rev #	
					<i>Date</i>	
AMS/DEQ-03: The Contractor shall jointly test the functionality of Asset Management System Software according to the needs of Contract B.			AMS/DEQ-03: Shall agree and do the needful.			



APPENDIX 6- Drafting and CAD Standards

6 DRAFTING AND CAD STANDARDS

6.1 Introduction

- 6.1.1 All submissions shall be made to the Employer's Requirement in a format reviewed without objection by the Employer's Requirement and in accordance with the requirements in the Contract.
- 6.1.2 The documents shall be submitted in the following software unless otherwise stated, for the various electronic submissions required. The following software compatible for use with Intel-Windows based computers shall be used, unless otherwise stated.

Document Type	Electronic Document Format
Text Documents	MS office Professional (latest version)
Spread Sheets	MS office Professional (latest version)
Data Base Files	MS office Professional (latest version)
Presentation Files	MS office Professional (latest version)
Programs	Primavera (P6) /M S Project (latest version)
AutoCAD Graphics	AutoCAD 2016 OR latest
PMIS	Project Management Information System
Photographic	Adobe Photoshop CC (2015.5) OR latest
CADD Drawings	AutoCAD 2016 OR latest

- 6.1.3 Media for Electronic File Submission: One copy shall be submitted, unless otherwise stated, in .pdf on CD-ROM / DVD / USB Stick / Pen Drive.

----- End of Appendix 6 -----



APPENDIX 7- List of Deliverables

7 Schedule of Items to be submitted by Contractor:

This Appendix of Part 2, Section VI-A compiles the principal documents to be submitted to and obtained 'Notice of No Objection' from the Project Manager within the timelines shown below. This list is not exhaustive, and the Contractor is reminded to satisfy itself of the requirements for all submissions whether they are included in this Appendix or not.

Sr No [Col 1]	Item [Col 2]	Clause [Col 3]	Timeline for Finalization [Col 4]
1	Initial Works Program	Clause 2.2 Chapter 2	Within 21 days of the Effective Date
2	Interface Management Plan	Clause 3.3 Chapter 3	Within 21 days of the Effective Date
5	Project Implementation Plan	Clause 3.5 Chapter 3	Within 40 days of the Effective Date
7	Quality Plan	Clause 3.7 Chapter 3	Within 50 days of the Effective Date
11	Training Plan	Clause 3.6 Chapter 3	Within 63 days of the Effective Date
12	Operation and Maintenance Manual	Clause 3.9 Chapter 3	Within 28 days before delivery of the Equipment
13	Training Manual	Chapter 11	Within 28 days before delivery of the Equipment
14	Spare parts Catalogue	Chapter 13	Within 14 days after delivery of Equipment.
15	Bi-Monthly Progress Report	Clause 2.9 Chapter 2	Within 14 days after the end of Bi-monthly Period

----- End of Appendix 7 -----



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing &
Commissioning of Material Handling Equipment
for Project "Mumbai Metro Line-3"

Part 2 Employer's Requirements

Section VI-B

Employer's Requirements – Technical Specifications

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRCL Line 3 Transit Office,
Wing A, Block E,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India.**



BIDDING DOCUMENTS

Composition of Documents

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Form
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements – General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular conditions of contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings



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Technical Specifications

1 General Description of the Works

- 1.1 The Works shall comprise, but not limited to the 'Manufacture, Supply, Installation, Testing & Commissioning of **Material Handling Equipment**, detailed below:

Table 1- List of Material Handling Equipment

Sr.NO	Material Handling Equipment	Quantity (Nos)	
		Batch I	Batch II
1	Electric Stand-on Stacker – 1.5 tons, (Ride-on)	1	1
2	Diesel Operated Forklift truck- 5 ton	1	1
3	Electric Forklift trucks – 3 tons	1	1
4	Electric Side forklift truck (Articulated Forklift Truck)- 2 tons	0	1
5	Hydraulic Hand Pallet Truck - 2.5 tons (manual operation)	3	2
6	Electric Stand-on Pallet Truck- 2 tons (battery operated)	1	1
7	Self-Propelled Scissor lift platform (Cap 300 kg)	1	0

The detailed Technical Particulars of each Equipment are given in Clause No 3.

- 1.2 The supply shall include all equipment and accessories even if not particularly mentioned but are considered necessary for Installation, Testing & Commissioning and to meet with the specified operating requirements.
- 1.3 One set of service tools and special tools for operation and Maintenance of each equipment shall also be supplied along with each Equipment.
- 1.4 The Material Handling Equipment shall be of proven design. The Equipment and its Sub-systems of similar design philosophy shall have been in use and have established their performance reliability.
- 1.5 Wherever, standard models of the Equipment are selected against the requirements as per the Contract, these models can be supplied after taking Notice of No Objection of the Project Manager. The Contractor shall make all due allowances for the requirements of the Project Manager's consent process in the Works Programme and in the timing of the Works.
- 1.6 The Contractor shall be responsible for installation, testing and commissioning of the Material Handling Equipment.



2 Project and Permanent Works

2.1 Location

The Material Handling Equipment shall be located in the Depot of Mumbai Metro Line 3.

2.2 Technical Requirements:

The following general requirements shall apply to all Equipment:

- 2.2.1 Work related to the production of the Equipment shall comply with the relevant European Standards, Codes of Practice and latest Statutory Requirements of India, as given in Table 1 below:

Table 2- List of Standards & Codes of Practice

Sr No	Standard	Description
1	BS EN ISO 4413:2010	Hydraulic fluid power. General rules and safety requirements for systems
2	IS 8623/1977	Factory built assembly switch gear and control gear
3	IS 4460/1967	Specifications for gears
4	IS 3028	Sound Level
5	ISO 1217	Displacement compressors - Acceptance tests-09/1996.
6	ISO 1711	Assembly tools for screws and nuts - Technical Specification - Hand operated wrenches and sockets
7	BS 5378	Safety colours and safety signs
8	BS EN 287	Approval testing of welders for fusion welding
9	BSEN 288	Specification and approval of welding procedures for metallic materials
10	BS 5304	Code of practice for safety of machinery
11	BSEN 60073	Specification for coding of indicating devices and actuators by colours and supplementary means
12	EN 60204	Electrical equipment
13	BSEN 60529	Specification for degrees of protection provided by enclosures (IP code)
14	EN 954-1	Safety for Control System
15	IS 325	Electric Motor
16	BS 1727/1971	Drive motor and pump motor
17	IS 5154/1980	For Batteries
18	IS 10517/1987	For Stability testing
19	IS 4357/1974	For acceptance Test

- 2.2.2 The Equipment shall be designed and/or selected to allow operation without over stressing, damaging or interfering in any way whatsoever with other equipment in the Depot or Line 3.



- 2.2.3** Minor variations in the capacities and dimensions of different parameters are acceptable subject to satisfying the operational requirements and acceptance by the Project Manager before manufacturing of the Equipment.
- 2.2.4** The electrical components control panel and Switch Boards if applicable shall have IP 55 or above protection level.
- 2.2.5** Equipment shall be “fail-safe” and “overload protected”. The Equipment shall incorporate all necessary safety devices to protect the equipment, operators, and all other people and things in the vicinity of the equipment. No failure of the equipment shall cause or give rise to any damage or catastrophe of any nature whatsoever.
- 2.2.6** Equipment design shall take into account considerations of fire protection, elimination of dust and dirt by means of suitable traps or the like, minimum maintenance requirements and ease of access for cleaning, routine maintenance and general disassembly.
- 2.2.7** All items shall have a service life of minimum 15 years.
- 2.2.8** Moving parts of the equipment shall be efficiently lubricated to ensure quiet operation as well as durable and reliable life. Lubrication points shall be clearly identified for easy replenishment with minimum removal of other equipment components. The lubrication system shall be designed to last for 15 years of operation.
- 2.2.9** Equipment of same type shall have interchangeable and modular components.
- 2.2.10** Wherever feasible and necessary, the parts, cables and wires shall be suitably labelled.
- 2.2.11** All Equipment shall be energy efficient.
- 2.2.12** The Equipment shall be capable to withstand minimum 1.1 times of the rated Load.
- 2.2.13** All steel used by the Contractor shall be established to have adequate corrosion resistance suiting the climatic conditions of Mumbai and all steel tube cable outlets shall be protected by an insulating ferrule.
- 2.2.14** The electrical power supply available is 415 V, 50 Hz, three-phase, 4 wires. Alternatively, single-phase power supply available in Depot can be used. The Equipment shall be compatible for charging of batteries from the sockets provided in the workshop. The Equipment shall be provided with compatible battery charger and a cable reel having at least 10 mts. of cable for charging.

2.3 Safety of Equipment

The Contractor shall identify all safety aspects related to the use, operation, maintenance and stabling of the Equipment including, but not limited to, the following aspects (as applicable):

- (a) Requirements for protection guard in the Equipment where required,
- (b) Safety instructions and control measures for hazardous situations,
- (c) Uncontrolled Equipment functions,
- (d) All Equipment shall have the provision of safety buttons to avoid uncontrolled movements.
- (e) The operator shall have full view of lifting load when the equipment is in operation.
- (f) Overload protection & limit switch for lifting (up & dawn movement) shall be provided.
- (g) a device to prevent operation when the driver/operator is not seated/operating,
- (h) a device to prevent any movement when the parking brake is on



- (i) Fire hazard elimination and containment,
- (j) Failure of Mechanical, hydraulic or pneumatic systems,
- (k) Failure of power supply from batteries,
- (l) Electrical earthing issues,
- (m) Any other safety aspect relevant to the equipment.

2.4 Finish and Painting

2.4.1 Surface Treatment:

- (a) The surface treatment of the Equipment shall be suitable for the working environment under the climatic conditions of Mumbai.
- (b) External surfaces shall be subjected to brushing, degreasing and sand/shot/grit blasting. Thereafter a coat of anti-corrosion paint shall be applied. The thickness of this coat after drying shall not be less than 60 microns.
- (c) Hollow parts shall be treated prior to assembly.
- (d) The Contractor may propose better alternative procedures of surface treatment.

2.4.2 Painting:

- (a) External and related parts shall be, after the surface treatment, given two coats of polyurethane lacquer with a dry unit thickness of at least 60 microns. The second coat shall be applied over the first coat when it is approximately half dry.
- (b) The Contractor shall touch up at site any paint as may be necessary.
- (c) The Contractor may propose better painting schemes for the equipment in line with the current international practices.
- (d) The paint colour scheme shall be submitted to the Project Manager during the design stage.
- (e) All rubbing parts or those to remain polished shall be covered with a coating designed to protect them from oxidation until such time as the Equipment enters the service.
- (f) The Contractor may propose better alternative procedures of painting.

2.4.3 Identification:

- (a) A plate indicating the following shall be fixed on the Equipment at a suitable location
 - Name of manufacturer
 - Important technical particulars
 - Year of Manufacture
 - Serial Number
 - Model No.
- (b) A logo of MMRC shall be affixed at suitable location (s) on the Equipment.
- (c) The Contractor shall submit the proposed scheme of identification to the Project Manager during the design stage.

2.5 Documents to be provided by the Contractor:

2.5.1 For execution of the work

- (a) Prior to delivery of Equipment/component, the contractor will send the following documents for approval:
 - (i) a detailed technical note with list of components with their part numbers, weights, material specifications,



- (ii) general arrangement drawings,
- (iii) detailed hydraulic system drawing with markings,
- (iv) detailed electric diagram for trouble shooting and cable index, connection diagram with markings,

(b) At completion of work

The contractor will provide the following documents:

- (i) maintenance manual with electrical circuits, hydraulic circuits etc.,
- (ii) operating manual with instructions safe working,

2.6 Training

2.6.1 The Contractor shall provide comprehensive training on Operation & Maintenance of the Equipment to the Employer's staff to enable safe and efficient operation of the Equipment.

2.6.2 The Contractor shall provide hands on training to a batch of 6 to 8 staff of the Employer for 7 days (@ 8 hours per day) for the Equipment at Mumbai Metro Line 3 Depot.

2.7 Noise Level:

The noise level of the Equipment during its operation shall not exceed 85 dB when measured at a distance of one meter from the machine. Minor variation to above limits is acceptable on the discretion of Employer.

2.8 Equipment Maintenance during DLP:

- (a) The Contractor shall be responsible for carrying out maintenance of the Equipment during DLP in addition to his DLP obligations of the equipment supplied.
- (b) The maintenance service during DLP shall last up to the completion of twenty-four (24) months from the date of Operational Acceptance of the Equipment. This period shall get extended by no of days, the Equipment remains defective and unable to perform its functions for the faults attributable to the Contractor during the above period.
- (c) The Contractor will be responsible for Maintenance (Electronic- Control & Drives, Pneumatic, Hydraulic, Electrical, Mechanical and all other peripherals) of the Equipment.
- (d) The Contractor shall be responsible for all co-ordination with the sub-Contractors, if any, for repairs to the maintenance of the Plant.
- (e) The Contractor shall plan periodic visits, at least once every quarter, for servicing/ maintenance as required for proper upkeep and smooth functioning of the Plant. The visits shall be planned within ± 7 days (or as finalized during design stage) of the scheduled date of visit. Any intermediate visit required for attending to the unscheduled maintenance on Contractor's account shall be the obligation of the Contractor.
- (f) The Contractor shall be in regular contact with the Depot officials for smooth running of the Plant and its associated accessories, etc.
- (g) However, the Employer will provide the services of operator for operating the Equipment during the visit of Service Engineer of the Contractor, if so required.
- (h) Electricity, compressed air and water, required for the maintenance of the Facilities will be provided free-of-cost by the Employer. Any material handling equipment if available and spare in the depot shall be provided free of cost by the Employer.



- (i) The equipment entrusted to Contractor for repair at their workshop shall be at the risk and cost of the Contractor. If any deduction is required to compensate any loss in this account, the same shall be adjusted from balance payments or by means of forfeiting the performance bank guarantee.
- (j) The Contractor shall carry out Preventive maintenance of the Equipment and plan it in consultation with the Project Manager/ Employer.
- (k) During maintenance, the Contractor shall follow all statutory acts, latest Motor Vehicle act in India, regulation and code practices in force like IE rules and acts etc.

2.8.1 Breakdown Failure:

- (a) When a failure is reported by Employer's representative, a qualified service engineer must visit the site. The Response time to attend to the breakdowns shall be maximum 24 hours. In case where the Response time ends between 2200 hrs to 0800 hrs next day, the same shall be treated to have been extended up to 0800 hrs next day and this system shall be applicable for all 7 days in week. The actual time taken in visiting the site for attending to the breakdown subject to maximum of allowed Response time shall be treated as grace period, which will not count towards plant down time for up to three (03) failures per year.
- (b) Failure reporting shall be done by the Employer's Representative on phone, fax, e-mail, SMS or per bearer or posted at the Contractor's address given for the purpose. The responsibility to keep the failure reporting address & all contact details current will rest with the Contractor.
- (c) In case, preventive maintenance is carried out along with breakdown maintenance, preventive maintenance time will be deducted from the total down time of the machine.

2.8.2 Damage to Equipment due to External Factors:

In case of damage to the machine on account of any external factor, viz., floods, earthquake, fire, arson or sabotage, entire cost of spare parts and material necessary for repair of the plant shall be borne by the consignee.

2.8.3 Maintenance Records:

Contractor's staff will have to maintain proper records of Maintenance of the Equipment as per the directions of Employer. Some of the records to be maintained are as follows:

- (a) Details of Preventive Maintenance carried out, time taken and deployment of manpower for these schedules.
- (b) Details of each breakdown, time taken and deployment of manpower for breakdown calls.
- (c) Quarterly summary of work carried out as per schedule of work.

The above records shall become the property of the Employer. The Contractor will use all reasonable endeavours to ensure that the records will be protected from loss, damage, theft or other detrimental effects. All entries will be legible and in pen.

2.8.4 DLP Spares:

- (a) Along with the supply of the Equipment, the Contractor shall supply consumables and serviceable spares needed to maintain the Equipment during the DLP period. The quantity of the spares required shall be assessed by the Contractor based on his experience and his estimation. The value of the DLP spares shall be quoted in



respective Schedules in Pricing Document, Section IV-B, Part 1 and shall be taken into consideration in evaluation of tenders. In case the quantity falls short of the requirements, the Contractor shall supply the additional quantity to meet with the requirements without any additional cost to the Employer.

- (b) The Contractor shall provide the details of such part or component replaced to the Employer/ Project Manager.
-



3 Technical Particulars:

The Works shall comprise, but not limited to, the Manufacture, Supply, Testing & Commissioning of the Material Handling Equipment detailed in Clauses listed below.

3.1 Electric Stacker

3.1.1 Purpose of the machine:

The Electric Stacker shall be required to lift and move desired item (with in capacity of machine) inside the workshop area as well as inside the depot premises from one location to another location. The Electric Stacker shall be battery powered and shall be supplied with battery charger for each truck along with connecting charging cables.

3.1.2 Technical Requirement:

Rated capacity	1500Kg
Fork Lowered Height	90 mm
Drive Wheel	Polyurethane
Load Wheel	Polyurethane
Width Over Fork	570 mm
Fork dimension (thickness/width/length)	65 / 185 / 1150 mm*
Closed Mast Height	2100 mm
Free Lift	1500 mm
Lift Height	4500mm
Lifting Speed with load	Min. 10 cm/s
Lifting Speed without load	Min. 14 cm/s
Travel speed with load	Min 5 km/ h
Travel speed without load	Min. 5.5 km/h
Extended Mast height	5000 mm
Turning radius	2000 mm
Battery	24 V / 195 Ah
Battery Charger	24 V / 20 Amp
Battery Type	Lead Acid

3.1.3 Main features

The Equipment shall:

- Facilitate the personnel's task for storage operations,
- Have an adequate angle of steering lock to offer optimum maneuverability,
- Be capable of handling loads up to 1500 kg minimum,
- Guarantee the stability of loads during handling,
- Be provided with dead man handle type brakes.
- Be provided with up/ down limit switches.
- Have the provision of a horn.
- Have the provision of Battery Indicator.

3.1.4 Mechanical part

The frame and forks shall be built-in of heavy-duty steel.

3.1.5 Hydraulic part

The supply shall comprise (minimum) of:

- A motor pump unit with oil tank and filter.



- A lifting cylinder with a system maintaining a constant lowering speed.
- A mast angle tilt cylinder.
- The hydraulic cylinder shall be chrome plated for corrosion protection and fitted with a scraper joint to prevent any dust getting in.

3.1.6 Standard:

The equipment shall be designed in compliance with the applicable Indian/ International regulations.

Frame	IS 7621/1974
Battery	IS 5154/1980
Brake test	ISO 6292 / IS 9701
Stability test	ISO 22915/ IS 4357



3.2 Diesel Operated Forklift

3.2.1 Purpose of the machine:

The Diesel forklift truck shall be required to lift and move desired item (with in capacity of machine) inside the workshop area as well as inside the depot premises from one location to another location. The Forklift trucks shall be diesel powered.

3.2.2 Technical Requirement:

Rated capacity	5000 kg
Tyres	Solid
Height, mast lowered	2245 mm
Lift	3000 mm
Height, mast extended	4365 mm
Height of overhead guard (cabin)	2310 mm
Fork dimensions	50×150×1070 mm
Fork-carriage width	1350 mm
Distance between fork-arms	310-1200 mm
Turning radius	2780 mm
Service brake	Hydraulic
Parking brake	Mechanical
Travel speed, laden/unladen	Min. 18/20 km/h
Lift speed, laden/unladen	Min. 30/ 30 cm/s
Battery voltage/nominal capacity	2-12V / 60 Ah
Rated torque	248 N·m /1700 r/min
Battery Type	Lead acid
Fuel tank capacity	80 liter

3.2.3 Mechanical Part

(a) Diesel Engine

The fork lift truck shall be provided with diesel engine conforming to Bharat Stage VI/ Euro VI/ Equivalent emission norms. Engine shall be provided with air cleaner, fuel filter, lubricating oil filter and fuel filter cap.

(b) Chassis

The chassis shall be rigid and at the same time provide easy access to various parts and protection to the driver. It shall be made by welding steel plates and constitute a distortion resistant assembly.

(c) Transmission

Truck shall have an integral assembly of engine, torque converter and transmission, differential and full floating drive axle.

(d) Braking

The forklift shall be provided with suitable brake system.

(e) Hydraulic part

3.2.4 Hydraulic part

The supply shall comprise (minimum) of:

- A motor pump unit with oil tank and filter.
- A lifting cylinder with a system maintaining a constant lowering speed.
- A mast angle tilt cylinder.



- The hydraulic cylinder shall be chrome plated for corrosion protection and fitted with a scraper joint to prevent any dust getting in.

3.2.5 Electrical Part

(a) Battery

The truck shall be provided with battery of adequate capacity.

(b) Instruments

Gauges for reading engine hours, engine oil pressure, engine coolant temperature, battery charging rate, speedometer and fuel level indicator shall be provided on dashboard.

3.2.6 Special Requirements

Each truck shall be equipped with:

- a) a roll bar to protect the driver in case of an accident,
- b) a protection system preventing access to the mechanical parts in movement when in the immediate vicinity of the driver,
- c) a safety system in case of a lifting device line breaking,
- d) a load damper,
- e) a load limiter,
- f) a device to prevent any movement when the parking brake is on,
- g) up and down limit switch,
- h) an overhead guard,
- i) a horn.

3.2.7 Standards

The forklift shall satisfy the requirements of the standards and regulations in force and comply with the following standards:

Frame	IS 7621/1974
Battery	IS 5154/1980
Brake test	ISO 6292 / IS 9701
Acceptance tests	IS 4357/1974
Pump motor	BS 1727/1971
Stability test	ISO 22915/ IS 4357



3.3 Battery Operated Forklift truck (with extendable arm) – 3T

3.3.1 Purpose of the machine:

The Battery-operated 4-wheeled forklift truck shall be required to lift and move desired item (within the capacity of machine) inside the workshop area as well as inside the depot premises from one location to another location. The Forklift truck shall be battery powered and shall be supplied with battery charger for each truck along with connecting charging cables.

3.3.2 General Requirements:

Sr.No	Technical parameters	Required
1	Normal load	3 t
2	Rated Load center	500 mm
3	Maximum fork height	Min 4200 mm
4	Load in raised position at rated load center	3 t
5	Length of forks	1000 mm
6	Overall Height lowered (max.)	2100-2200 mm
7	Turning radius (max.)	Max 2250 mm
8	Mast tilt angle forward	Min 5 degrees
9	Mast tilt angle backward	Min 5 degrees
10	Drive motor rating	Min AC -12Kw
11	Drive motor make	Reputed Indian make
12	Lift motor make	Reputed Indian make
13	Gradeability unladen	13%-15%
14	Gradeability laden	08%-10%
15	Battery voltage ,Ah	80V/ 360 Ah min
16	Travel Speed, laden/unladen	Min 10/10 Kmph
17	Lift speed , laden/unladen	Min 20/20 cm/s
18	Lowering speed , laden/unladen	Min 30/ 30 cm/s
19	Tyres	Solid rubber tyres.

3.3.3 Accessories:

The following minimum accessories shall be provided with each forklift.

- Head & Taillights.
- Signal Lights,
- Reverse Alarm,
- Rear View Mirror
- Flashing light
- Seat Belt
- Horn of suitable capacity
- Load Back Rest, Toolkit, Canopy
- 1500 mm fork extension – 1 pair
- Operator Presence System – The truck shouldn't start unless the operator is seated on the forklift
- Preferred colour – shall be finalized during design stage



3.3.4 Other technical requirements:

- Lifting of the forks shall be hydraulic operated.
- The sound level in the cabin shall be less than 85 dB
- The control cab shall be fitted with an operating hour meter and battery discharge indicator.
- The steering shall be powered.
- The forklift shall be powered provided with solid tyres.

3.3.5 Chassis

The chassis shall be rigid and at the same time provide easy access to various parts and protection to the driver. It shall be made by welding steel plates and constitute a distortion resistant assembly. The backside control cover shall have high quality manufacturing duly complying all relevant manufacturing and painting requirements with aesthetic looking.

3.3.6 Braking

The forklift shall be provided with suitable brake system.

3.3.7 Electrical Part (Battery and Charger)

The battery charger shall be suitable for working on standard 3-phase supply and fulfil all the standard specifications as per industrial norms. The electrical equipment shall be provided in a cabinet. All terminal and wiring shall be marked in accordance with electrical diagram. The specification of the battery charger should be suitable to the supplied battery and capable of charging the battery not exceeding 8 hours.

3.3.8 Hydraulic part

The supply shall comprise (minimum) of:

- A motor pump unit with oil tank and filter.
- A lifting cylinder with a system maintaining a constant lowering speed.
- A mast angle tilt cylinder.
- The hydraulic cylinder shall be chrome plated for corrosion protection and fitted with a scraper joint to prevent any dust getting in.

3.3.9 Safety features and Protection equipped with Forklift.

Speed reduction at turns – Reduced speed while turning.

- Anti-rollback system - Ramp hold
- Equipped with Hose burst valve
- Stop tilt forward movement when truck is off
- Driver's overhead guard for driver's safety.
- Provision to prevent operation when the driver is not seated.
- Device to prevent any movement when the parking brake is on.

3.3.10 Standards:

The forklift shall satisfy the requirement of the standards and regulations in force and comply with the following standards:

Over Head Guard test	ISO 6055 / IS 7621
Brake test	ISO 6292 / IS 9701
Stability test	ISO 22915/ IS 4357



3.4 Articulated Forklift Truck (side forklift) -2T (Elect)

3.4.1 Purpose of the machine:

The Articulated forklift truck shall be required to lift and move desired item (within capacity of machine) inside the workshop area as well as inside the depot premises from one location to other. The Forklift truck shall be battery powered and shall be supplied with battery charger for each truck along with charging cables.

3.4.2 Technical Requirement:

Power Type	Battery
Rated Capacity	2000 kg
Load Center	600 mm
Front Overhang	285 mm
Wheelbase	1720 mm
Service weight (incl. battery)	8140kg
Wheel type, drive side/load side	Solid Rubber
Height of mast closed	2885 mm
Full free lifting height	1200 mm
Rated capacity Lifting height	3300 mm
Lifting height	Up to 4000 mm
Turning radius	2200 mm
Brake type	Mechanical Hydraulic
Drive speed, load/unload	12-13 Km/h
Lift speed. load/unload	30/30 cm/s
Lower speed, load/unload	35/35 cm/s
Travel speed. Load/unload	12/13 km/h
Battery voltage/capacity	80 V / 500 Ah
Battery Type	lead-acid
Steering system	Hydraulic

3.4.3 Accessories:

The following minimum accessories shall be provided with Articulated Forklift

- Head & Tail Lights
- Signal Lights,
- Reverse Alarm,
- Rear View Mirror
- Flashing light
- Seat Belt
- Horn of suitable capacity
- Load Back Rest, Toolkit, Canopy
- Operator Presence System – The truck shouldn't start unless the operator is seated on the forklift
- Preferred colour – shall be finalized during design stage

3.4.4 Other technical requirements:

- Lifting of the forks shall be hydraulic operated.



- The sound level in the cabin shall be less than 77dB
- The control cab shall be fitted with an operating hour meter and battery discharge indicator.
- The steering shall be powered.
- The forklift shall be powered provided with solid tires.

3.4.5 Chassis

The chassis shall be rigid and at the same time provide easy access to various parts and protection to the driver. It shall be made by welding steel plates and constitute a distortion resistant assembly. The backside control cover shall have high quality manufacturing duly complying all relevant manufacturing and painting requirements with aesthetic looking.

3.4.6 Braking

The forklift shall be provided with suitable brake system.

3.4.7 Electrical Part (Battery and Charger)

The battery charger shall be suitable for working on standard 3-phase supply and fulfil all the standard specifications as per industrial norms. The electrical equipment shall be provided in a cabinet. All terminal and wiring shall be marked in accordance with electrical diagram. The specification of the battery charger should be suitable to the supplied battery and capable of charging the battery not exceeding 8 hours.

3.4.8 Hydraulic part

The supply shall comprise (minimum) of:

- A motor pump unit with oil tank and filter.
- A lifting cylinder with a system maintaining a constant lowering speed.
- A mast angle tilt cylinder.
- The hydraulic cylinder shall be chrome plated for corrosion protection and fitted with a scraper joint to prevent any dust getting in.

3.4.9 Safety features and Protection equipped with Articulated Forklift.

- Speed reduction at turns – Reduced speed while turning.
- Anti-rollback system - Ramp hold
- Equipped with Hose burst valve
- Stop tilt forward movement when truck is off
- Driver's overhead guard for driver's safety.
- Provision to prevent operation when the driver is not seated.
- Device to prevent any movement when the parking brake is on.

3.4.10 Standards:

The Articulated forklift shall satisfy the requirement of the standards and regulations in force and comply with the following standards:

Over Head Guard test	ISO 6055 / IS 7621
Brake test	ISO 6292 / IS 9701
Stability test	ISO 22915/ IS 4357



3.5 Hand Pallet Trucks

3.5.1 Purpose of the machine:

The Hand Pallet Truck shall be used for carrying and transport/shifting of different types of material, heavy tools, heavy spare parts, pallets, and other equipment manually on shop floor of depot cum workshop. The Hand Pallet Truck shall be capable to withstand dynamic load of 2500 Kg weight of material/equipment required for the maintenance of metro train and other activities.

3.5.2 Basic parameters of Hand Pallet Truck (but not limited to):

Sr.No	Parameter	Dimensions
1	Capacity	2500 kg (minimum)
2	Fork width:	150mm
3	Minimum fork length:	1100mm,
4	Height in lowered position	75mm approx.
5	Height in lifted position:	185-200mm
6	Width over the fork :	520-550 mm
7	Angle of steering lock:	2 x 100 degree,
8	Wheel type:	Polyurethane
9	Overall Height:	1200mm
10	Overall Length:	1450mm
11	Steering wheels:	180dia x 70 width (in mm)
12	Load wheels(mm):	80-85dia x 70-80 width (Tandem)

3.5.3 Main features

The equipment shall:

- Facilitate the personnel's task for transfer operations,
- Have an adequate angle of steering lock to offer optimum manoeuvrability,
- Be capable of handling loads up to 2500 kg minimum,
- Guarantee the stability of loads during handling,
- Be provided with dead man handle type brakes.

3.5.4 Mechanical part

The frame and forks shall be built-in of heavy-duty steel.

3.5.5 Hydraulic part

The supply shall comprise (minimum) of:

- A motor pump unit with oil tank and filter.
- A lifting cylinder with a system maintaining a constant lowering speed.
- A mast angle tilt cylinder.
- The hydraulic cylinder shall be chrome plated for corrosion protection and fitted with a scraper joint to prevent any dust getting in.

3.5.6 Standard:

The equipment shall be designed in compliance with the presently valid Indian/ International regulations.



3.6 Battery Operated Pallet Trucks

Drive	AC
Capacity	2000 kg
Turning radius (stand-on mode)	2160 mm
Travel speed, unladen / laden	Min. 5.5/ 5 km /h
Lift speed, unladen / laden	Min. 2.5/ 2 cm /s
Traction battery	24 V / 195 Ah
Charger	24V / 20 Amp
Battery Type	Lead Acid

3.6.1 Main features

The equipment shall:

- Facilitate the personnel's task for transfer operations,
- Have an adequate angle of steering lock to offer optimum maneuverability,
- Be capable of handling loads up to 2000 kg minimum,
- Guarantee the stability of loads during handling,
- Be provided with dead man handle type brakes.

3.6.2 Mechanical part

The frame and forks shall be built-in of heavy-duty steel.

3.6.3 Braking

The pallet truck shall be provided with suitable brake system.

3.6.4 Electrical Part (Battery and Charger)

The battery charger shall be suitable for working on standard 3-phase supply and fulfill all the standard specifications as per industrial norms. The electrical equipment shall be provided in a cabinet. All terminal and wiring shall be marked in accordance with electrical diagram. The specification of the battery charger should be suitable to the supplied battery and capable of charging the battery not exceeding 8 hours.

3.6.5 Hydraulic part

The supply shall comprise (minimum) of:

- A motor pump unit with oil tank and filter.
- A lifting cylinder with a system maintaining a constant lowering speed.
- A mast angle tilt cylinder.
- The hydraulic cylinder shall be chrome plated for corrosion protection and fitted with a scraper joint to prevent any dust getting in.

3.6.6 Standard:

The equipment shall be designed in compliance with the presently valid Indian/ International regulations.



3.7 Battery-operated Self-Propelled Scissor Lift

3.7.1 Purpose of the machine:

The main purpose of this Equipment is to access the parts at height within the maintenance depot of MMRC. This Equipment shall include a travelling base accommodating the hydraulic system and electric system for lifting the platform and moving the assembly.

3.7.2 Technical Requirements (but not limited to below):

a. Lifting platform parameters

Working height	Min. 7700 mm
Platform height in elevated condition	Min. 5700 mm from the ground level
Platform height in lowered condition	Max. 1000 mm from the ground level
Platform length – outside	1600 to 1700 mm
Platform extension deck	At least 900 mm
Platform width – outside	700 to 800 mm
Platform guard rail height	At least 1100 mm.
Platform Toe board height	At least 150 mm
Overall Length	1800 to 2000 mm
Overall Width	750 to 780 mm
Wheelbase	Min. 1300 mm
Ground clearance – center	Min. 60 mm
Ground clearance with pothole guards deployed	Max. 20 mm
Platform capacity	Min. for 2 persons

b. Power and Control System

Power source	24V, DC (Battery)
Battery capacity	Not less than 220 Ah.
Battery charging system	Inbuilt battery charging
Raise time	10 to 20 seconds
lower time	10 to 20 seconds
Platform operation	i. Hydraulic System. ii. Raising and lowering shall be smooth and step less in no load and full load condition

c. Load details

Lift capacity	Min. 225 Kgs.
Lift capacity - extension deck	Min. 110 Kgs.

d. Traction parameters

Drive	Dual front wheel
Drive speed in lowered condition	Min. 3.8 km/h



Drive speed in elevated condition	Min. 0.7 km/h
Lift speed	Min. 10 cm/s
Gradeability	Min. 20%
Turning radius - inside	Zero
Turning radius – outside	Max. 1600 mm
Tyres	Solid and Non-marking

e. Brake Requirements

The scissor lift shall be provided with suitable brake system.

3.7.3 Accessories

The following minimum (but not limited to) accessories shall be provided with the scissor lift.

- i. Necessary cables with industrial socket for Battery charging.
- ii. Folding rails with half-height swing gate.
- iii. Platform control with battery charge indicator and diagnostic display
- iv. Hour meter
- v. Emergency stop at both platform and ground control
- vi. Tilt level sensor with an audible alarm
- vii. Manual platform lowering valve
- viii. Dual Flashing beacons
- ix. Lanyard attachment points
- x. Motion alarm
- xi. Electronic horn
- xii. Pothole guards
- xiii. Safety bracket- Useful during maintenance activity
- xiv. Overload Sensor
- xv. Battery Cut-off Protection
- xvi. Maintenance free Battery

3.7.4 Machine Construction:

Platform:

The platform shall be made of anti-skid plates. The platform shall include guard rails and a safety access gate with automatic return to closed position.

3.7.5 Travelling Base

Four solid non-marking tyres shall be provided out of which two would be used for steering and the other two for driving the scissor lift.

3.7.6 Lifting Element

The lifting element shall consist of three or four scissors actuated by hydraulic jacks. The strongly braced scissors mechanism shall be able to support the full load and shall be hinged on self-lubricated journals. The parts and the assembly shall be designed so that horizontal and parallel lifting of the platform in relation to the travelling base is possible.

3.7.7 Electrical Part (Battery and Charger):



The Electric Scissor Lift shall be electrically operated by 24 V batteries. The supply shall include automatic on-board charger. The capacity of the battery shall be adequate for at least 30 lifting operations to maximum height with the maximum load after full charge. 220 V AC socket provision on the platform shall be provided.

3.7.8 Control Post

The control post shall include a control panel installed on the platform for control and monitoring of the machine. The Control panel shall be designed to impede any unwanted operation due to an unwanted involuntary movement of the operator.

The panel shall be designed to accommodate ambient temperature and humidity conditions:

The control Post shall consist of following minimum items:

- a Joystick for all movement and direction controls,
- an up and down switch,
- a dead man pushbutton slaving all functions,
- an emergency stop pushbutton,
- a contact key,
- All motion audible alarm
- An operator's horn.

3.7.9 Electric Motor Part:

Scissor Lift shall be provided with an Electric Motor for driving the lifting platform and an Electric Motor-Pump to operate the hydraulic system for lifting mechanism. 24 V batteries shall be provided to operate both motors.

3.7.10 Hydraulic part

The supply shall comprise (minimum) of:

- A motor pump unit with oil tank and filter.
- A lifting cylinder with a system maintaining a constant lowering speed.
- A mast angle tilt cylinder.
- The hydraulic cylinder shall be chrome plated for corrosion protection and fitted with a scraper joint to prevent any dust getting in.

3.7.11 Safety and Protection:

- Braking shall be provided preferably by 2 circuits actuated simultaneously and automatically as soon as the movement control is stopped.
- The position of the platform shall not change in the event of failure or breakage of a hydraulic pipe. Each jack shall be provided with an independent circuit and the cylinder ends are provided with a check valve.
- The equipment shall be provided with a flashing signalling light.
- Safety devices shall be provided to impede any damage to the machine and serious personnel injury in the event of false manoeuvres.
- The equipment shall incorporate all necessary safety devices to protect the equipment, operators, and all other people and things in the vicinity of the equipment.
- No failure of the equipment shall cause or give rise to any damage or catastrophe of any nature whatsoever.



3.7.12 Standards:

The Scissor lift shall be designed according to any of the following standards:

- ANSI/SIA A92.6-1999
- CAN/CSA-B354.2-01 (R2013)
- AS/NZS 1418.10:2011
- CEN - EN 280

----- END -----



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing & Commissioning
of Material Handling Equipment
for Project "Mumbai Metro Line-3"

PART 3

Conditions of Contract and Contract Forms

Section VII	General Conditions of Contract (GC)
Section VIII	Particular Conditions of Contract (PC)
Section IX	Contract Forms

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRC Line 3 Transit Office,
Wing 'A', 'E' Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai 400 051, India**



Bidding Documents

Composition of Documents

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Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Forms
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements –General Specifications
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Part 3	Conditions of Contract and Contract Forms
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Section X	Drawings



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A. Contract and Interpretation

1. Definitions

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

“Base Date” means the date 28 days prior to the latest date for submission of the Bid, when Single-Stage Bidding procedure is used.

“Base Date” means the date 28 days prior to the latest date for submission of the Second Stage Bid, when Two-Stage Bidding procedure is used.

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

“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) hereof.

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

“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).

“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.

“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 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.

“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.

“day” means calendar day .

“Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing at Operational Acceptance 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.

“Dispute Board” (DB) means the person or persons 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.

“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.

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

“Employer’s Requirements” means the document entitled employer’s requirements, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document includes Drawings, Specifications, and any other documents specifying the purpose, scope, and/or design and/or other technical criteria, for the Facilities.

“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.

“GC” means the General Conditions hereof.

“Guarantee Test(s)” means the test(s) specified in the Contract 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.

“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.

JICA” means Japan International Cooperation Agency.

“Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is not such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

“Mandatory Spare Parts” means spare parts required up to Operational Acceptance of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts).

“month” means calendar month.

“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.



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

“PC” means the Particular Conditions.

“Performance Security” means the security (or securities, if any) under GC Sub-Clause 13.3 (Performance Security).

“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.

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

“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.

“Provisional Sum” means a sum which is specified in the Contract as a provisional sum, for the supply of any Plant and Installations Services or other services, included and so designated in the Price Schedules (Schedule No.5).

“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.

“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 sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

“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 (Time for Commencement and Completion) and in accordance with the relevant provisions of the Contract.

“year” means 365 days.

2. Contract

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract



Documents

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 as of the Base Date), 38 Cours Albert 1^{er}, 75008 Paris, France.

3.3 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.

3.4 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.

3.5 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.

3.6 Non-Waiver

3.6.1 Subject to GC Sub-Clause 3.6.2 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.

3.6.2 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.

3.7 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.

3.8 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 different 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:
- (a) in writing and delivered against receipt; and
 - (b) 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. Corrupt or Fraudulent Practices**
- 6.1 If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive 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 GC Clause 42 shall apply as if such expulsion had been made under GC Sub-Clause 42.2.1 (c).
- 6.2 Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice during the execution of the Contract, then that employee shall be removed in accordance with GC Sub-Clauses 17.2.5.

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 Section VI, Employer's Requirements. Such specifications include 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, or any other requirements specified in the Contract.

- 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. 7, 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 Base Date. 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 3.8 (Country of Origin). Any Subcontractors retained by the Contractor shall be from a country as specified in GC Clause 3.8 (Country of Origin).
- 9.6 If the Contractor is a joint venture (JV) 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 JV. The composition or the constitution of the JV 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, and the Contractor shall not be liable for the consequences of any discrepancies, errors, omissions or inaccuracies in such information and/or data.
- 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 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 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.
- 10.7 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 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 receipt of the Letter of Acceptance, 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 receipt of the Letter of Acceptance, 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 three hundred and sixty five (365) days after Operational Acceptance of the Facilities; 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.

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 is 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 Base Date 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 intellectual property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant sub-licenses, 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; and
- (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, 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 precommission 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 Times 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 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 subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under GC Sub-Clause 19.5 (if and when applicable), or in event of termination by the Employer under GC Sub-Clause 42.2.



19.5 If a Subcontractor'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.

Subject always to GC 10.1, 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.

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 Base Date 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 45.3 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, then the Contractor shall be reimbursed 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 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.

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 facsimile or email, 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, 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 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 work 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 Facilities, 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 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 Plant.

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 Project Manager may reasonably require.

The Contractor shall throughout the Contract (including the Defects Liability 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 Subcontractors 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 GC Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of STI and 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 GC Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related subcontracting 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.

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.

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 approval 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 for the maintenance of 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 a Dispute Board for determination in accordance with GC Sub-Clause 45.3.
- 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 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.

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.



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 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 has 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.

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 in respect of the Facilities (or, where Operational Acceptance of any part of the Facilities occurs, of such part) shall commence upon the date of Operational Acceptance and expire twelve (12) months thereafter.

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
- (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 fourteen (14) 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 a defect is made good under this GC 27, the Defect Liability



Period for the item which has been made good shall extend for a period of twelve (12) months from such making good. However, in no event shall the Defect Liability Period extend beyond twenty-four (24) months after the date of Operational Acceptance of the Plant or the relevant part thereof.

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 fraud, or criminal or willful action of the Contractor.

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 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 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 Operational Acceptance 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 Operational Acceptance 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 Operational Acceptance of the Facilities pursuant to GC Clause 25 or, where the Contract provides for Operational Acceptance of the Facilities in parts, until the date of Operational Acceptance 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 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; or

- (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;

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



Indemnification

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.
- 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 Operational Acceptance 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.

(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 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 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 to 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.

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 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; and
- (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 Party became or should have become aware of 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.

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 and any explosion or impact of 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 or which is necessitated by reason of any act, omission or breach of the Contract by the Employer or its contractors of any tier. The Employer may at its



discretion approve or reject any Change proposed by the Contractor, provided that the Employer shall approve any Change necessitated by reason of any act, omission or breach of the Contract by the Employer or its contractors of any tier or 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 the 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;
- (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; and
- (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; or
- (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 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 45.3.

39.3 Changes Originating from Contractor

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 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, 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 Subcontractor, 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.

In this respect the Parties hereby expressly agree that it shall be fair and reasonable to extend the Time for Completion irrespective of any delaying factors attributable to the Contractor which operate or operated concurrently with any of the factors mentioned in (a) to (h) of this GC 40.1.

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 45.3.

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

In all cases where the Contractor has given a notice of a claim for an extension of time under this GC Sub-Clause 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 there after 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 Sub-Clause 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 obligations necessary for the care or 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 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



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 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; or
- (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 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; and
- (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 sign the Contract Agreement within one-hundred and eighty (180) days after receipt of the Letter of Acceptance by the Contractor, has failed to fulfill any conditions listed



in Article 3 (Effective Date) of the Contract Agreement, if applicable, within the stated period, 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 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 Clause 45 hereof.

45. Disputes and Arbitration

45.1 Appointment of the Dispute Board

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 Clause 27.

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 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 (56th) 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

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with GC Sub-Clause 45.4 above and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) if the Contract is with foreign Contractors (or if the lead partner is a foreign Contractor, in case of a JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration, by one or more arbitrators appointed in accordance with said arbitration rules.
- (b) if the Contract is with domestic Contractors, arbitration with proceedings conducted in accordance with the laws



of the Employer's country.

The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in GC Sub-Clause 5.3 (Law and Language).

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 representatives of the Parties and 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(their) 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 Facilities. The obligations of the Parties, the Project Manager and the DB shall not be altered by reason of any arbitration being conducted during the execution of the Facilities.

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



APPENDIX

A General Conditions of Dispute Board Agreement

1. Definitions

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

- (a) the “Employer”;
- (b) the “Contractor”; and
- (c) the “Member” who is defined in the Dispute Board Agreement as being:
 - (i) the sole member of the Dispute Board (“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 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 seventy (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 is relieved from liability under the preceding paragraph.

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 twenty-eight (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 Operational Acceptance Certificate is issued for the whole of the Facilities.

With effect from the first day of the calendar month following the month in which Operational Acceptance Certificate is issued for the whole of the Facilities, 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 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 twenty-four (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 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 fifty-six (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 seventy (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 forty-two (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. 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.



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 one hundred forty (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 seventy (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 Contract 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 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,
 - (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 to not make a decision.



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing &
Commissioning of Material Handling Equipment
for Project "Mumbai Metro Line-3"

Part 3 Conditions of Contract and Contract Forms

Section VIII Particular Conditions of Contract (PC)

March – 2023

Mumbai Metro Rail Corporation Ltd
MMRCL Line 3 Transit Office,
Wing A, Block E,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India.



Bidding Documents

Composition of Documents

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Form
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements – General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular conditions of contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings



Section VIII. Particular Conditions

Notes on Particular Conditions

The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Employer, or the overall project.

Whenever there is a conflict, the provisions herein shall prevail over those in the GC.



PARTICULAR CONDITIONS OF CONTRACT (PC)

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PARTICULAR CONDITIONS OF CONTRACT (PC)

These Particular Conditions of Contract add, amend, modify or delete Clauses contained in the General Conditions of Contract (Section VII), and shall take precedence over those contained in the General Conditions of Contract.

PC 1. Definitions	
PC 1.1	<p>Construction Manager shall mean the Contractor's Production Manager or his nominated subordinate Manager for manufacturing the Equipment to be supplied under the Contract.</p> <p>Contract Price shall be the sum of Grand Summary in Schedule No 6.</p> <p>Contractor's Representative shall mean the official/ Manager nominated by the Contractor and approved by the Employer in accordance with GC 17.2 of General Conditions of the Contract for all functions to be carried out as indicated in Clause 17.2.2.</p> <p>The Employer is Mumbai Metro Rail Corporation Ltd. (MMRC).</p> <p>The Project Manager or his Authorised Representative is the General Consultant for Mumbai Metro Line 3, AECOM Asia Company limited, Louis Berger Group Inc., Egis Rail and PADECO Co. Ltd. Consortium (commonly referred to as MAPLE).</p>
PC 1.1	<p>Add the following to GC 1.1:</p> <p>'Engineer' means the technical representative of the Project Manager/ Employer of Mumbai Metro Line 3 project authorised to interact with the Contractor for Facilities.</p> <p>'Equipment' is synonymous to Material handling Equipment, Plant & Equipment, M&P.</p> <p>'Final Payment' shall mean the last payment made to the Contractor for the work done by the Contractor in pursuance of the Contract.</p> <p>'Interim Payments' shall mean all payments made to the Contractor for satisfactory compliance of a part of the Contractor's obligations in pursuance of the Contract other than the Final Payment.</p> <p>'Performance Certificate' means the Performance Certificate issued by the Project Manager on completion of all obligations of the Contractor in the Contract.</p> <p>'Proprietary Information' means any information or data including without limitation any written, printed or electronic documents, manufacturing, technical, registration and business information, sales, distribution and marketing data, samples, models, intellectual or industrial property including any patent, invention, copyright, design (whether or not it may be registered), trade secret, circuit layout design or tight in relation to circuit layouts, applications for registration of any such items, rights to confidential information, technical information, processes, techniques and know-how.</p> <p>'Site Engineer' shall mean the Engineer nominated by the Contractor for Installation, Testing & Commissioning of the Material Handling Equipment</p>



PC 1.2	<p>Insert the following:</p> <p>Abbreviations: DDP- Delivery Duty Paid MMRC- Mumbai Metro Rail Corporation Ltd OEM- Original Equipment Manufacturer Eqpt- Equipment WPI- Wholesale Price Index</p>
PC 2. Contract Documents	
PC 2.1	<p>Add the following at the end of Clause: The Costs of Stamp Duties and similar charges (if any) imposed by Law in connection with entry into the Contract Agreement shall be borne by the Contractor.</p>
PC 5. Law and Language	
PC 5.1	The Contract shall be governed by and interpreted in accordance with the laws of Republic of India.
PC 5.2	The ruling language of the Contract is English.
PC 7. Scope of Facilities	
PC 7.3	<p>The period for supply of Spare Parts required for the Operation and Maintenance of the Facilities shall be up to 12 years after issue of Operational Acceptance Certificate. The price of such Spare Parts and Consumables shall be added to the Contract Price corresponding to the value of spares/ consumables ordered during the execution of Contract.</p> <p>Contractor shall carry sufficient inventories to ensure an ex-stock supply of all spares for the Material Handling Equipment. Spare parts and components (other than consumable spares) shall be supplied as promptly as possible, but at the most within six (6) months of placing the order. In addition, in the event of termination of the production of spare parts, advance notification for a minimum period of 6 months shall be made to the Employer of the pending termination, 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>
PC 7.4	<p>Add a new Sub-Clause 7.4: The Contractor shall provide his own lifting facilities at the port, transshipment points and depot for loading and unloading heavy equipment. The Contractor shall, however, be allowed to use any necessary Depot facilities such as traction and non-traction power, test track, material handling equipment, water and compressed air for assembly, inspection, testing, trials, commissioning and repairs (if any) to Equipment, subject to availability. The Employer shall, however, not be responsible for adequacy, reliability and safety of the facilities if provided to the Contractor with or without charges.</p> <p>The finished offshore manufactured plant as well as Spares, Jigs, Fixtures, Special tools and Testing and Diagnostic equipment, etc. required to be delivered directly in the MMRC depot at site from the</p>



	Indian Port shall be considered on DDP (Delivered duty paid) basis. The responsibility, risks and liabilities arising on account of import and delivery of these goods at site, i.e., freight, transportation, Insurance, unloading, custom clearance, inland transportation, unloading at site as specified by the Employer, etc. lie with the Contractor.
PC 8. Time for Commencement and Completion	
PC.8.1	The Contractor shall commence work on the Facilities from the Effective Date as defined in Clause 3.1, CF2–Contract Agreement, Section IX, Part 3 for determining Time for Completion as specified in the Contract Agreement.
PC 8.2	The Time for Completion of the Facilities shall be as per the Key dates given in Appendix 1, Section VI-A, General Specifications, Part 2.
PC 9. Contractor’s Responsibilities	
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 provided by the Employer, and on the basis of information that the Contractor could have prudently obtained from data made available to the Contractor by the Employer as of the Base Date. 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 its obligations under the Contract.
9.7	Add a new Sub-Clause 9.7: The Contractor shall provide sufficient properly qualified operating and maintenance personnel for the work of Installation, Testing and commissioning including the Guarantee Testing. He shall also 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, to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix 6 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.
PC 10. Employer’s Responsibilities	
PC 10.2	Insert the following sentences at the end of GC Sub-Clause 10.2: Access and Possession to the site may not be exclusive to the Contractor for the purpose of Installation, Testing and Commissioning of the Facilities. Shared access shall be provided for the above specified work.
PC 11. Contract Price	
PC 11.2	The Contract is a Fixed Price Contract and shall not be adjusted for any Price Adjustment to the Contract Price. The price of Recommended Spares shall be adjusted as per Appendix 2, Section IX, Part 3.



PC 13. Securities	
PC 13.2.1	Replace PC 13.2.1 with as under: The Contractor shall, within twenty-eight (28) days of the receipt of the Letter of Acceptance, provide a security of an amount equal to 110% of 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.
PC 13.3.1	Replace GC Sub-Clause 13.3.1: The Contractor shall, within twenty-eight (28) days of the receipt of the Letter of Acceptance, provide a security for the due performance of the Contract for an amount equalling 10% of the Contract Price in the forms specified in these bidding documents.
PC 13.3.2	The Performance Security shall be in the form of a Bank Guarantee as per the Form CF3, Section IX, Contract Forms, Part 3 as applicable. The Contractor may submit separate Bank Guarantees as per the amounts to be released at different stages in accordance with Clause PC 13.3.3. The Performance Security should be in the form of a Bank Guarantee issued or confirmed by a Scheduled Bank in India.
PC 13.3.3	The Performance Security shall be released as under: 42 days after receipt of request from the Contractor and on satisfactory completion of DLP.
PC 14. Taxes and Duties	
PC 14.2	This Sub-Clause is deleted.
PC 14.3	Replace GC Sub-Clause 14.3 with the following: Without prejudice to the Provisions made in Clause 1.2.4, 1.2.5, 1.2.6 & 1.2.7 of Section IV-B, Part 1, 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 provide necessary supporting documents, where admissible, to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
PC 15. License/Use of Technical Information	
PC 15.2	Insert the following sentences at the end of GC Sub-Clause 15.2: The Contractor declares that other than Licensed Proprietary Information, all material and information collected or developed by the Contractor or any Sub-Contractor throughout the performance of the Contract or related thereto, including the Manuals, all documents, drawings, opinion papers, analyses, ideas data, assessments, pre-final copies and any other written or unwritten product of the Contract, will remain in the hands of the Contractor or applicable Sub-Contractor, without derogating from the right of unlimited use by the Employer at no additional cost to the Employer. Notwithstanding the foregoing, the Contractor agrees that if the Employer demonstrates that such Work Products are not applicable to other projects and were not independently developed by or for the Contractor without reference to this Contract or the Works hereunder, then the rights in such work products will belong solely to the Employer



	<p>and will be deemed the Employer's Proprietary Information, and neither the Contractor nor anyone on its behalf will have any claim or right (including any intellectual property right) with respect thereto, except the right to indicate its name on the applicable work product. In this case the Employer will be entitled to make any reasonable use of the work product at its sole discretion.</p> <p>Any software or computer program developed for effective operation of the Facilities shall be handed over to the Employer/ Project Manager or kept in safe custody at the site for quicker restoration of the functioning of the Facilities.</p>
PC 16. Confidential Information	
PC 16.2	<p>Replace GC Sub-Clause 16.2 with the following:</p> <p>Contractor and Employer shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Contract prepared by the other Party without the previous agreement of the other Party.</p>
PC 17. Representatives	
PC 17.1	<p>Insert the following sentences at the end of GC Sub-Clause 17.1:</p> <p>The Project Manager may from time-to-time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include an Engineer, and/or Independent Inspectors appointed to inspect and/or test items of Facilities and/or materials.</p>
PC 20. Design and Engineering	
PC 20.3.1	<p>Replace GC Sub-Clause 20.3.1 with the following:</p> <p>The Contractor shall prepare or cause its Sub-Contractors to prepare and furnish to the Project Manager the documents required in the Employer's Requirement VI-A & VI-B, documents required to satisfy all regulatory approvals including documents required for CMRS and RDSO approval, where required, as built documents and Operation & Maintenance manuals 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).</p> <p>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.</p>
PC 20.3.2 to 20.3.7	<p>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.</p>
PC 20.3.5	<p>Replace GC Sub-Clause 20.3.5 with the following:</p> <p>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,</p>



	<p>then the Contractor shall give notice of dissatisfaction to the Project Manager who shall give instructions as to whether and if so, how, performance of the Contract is to proceed.</p> <p>The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions. The dispute shall be resolved through arbitration and the Contractor shall be reimbursed by the Employer, if the Arbitrator(s) uphold the Contractor's view on the dispute, 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 Arbitrator(s) shall decide.</p> <p>The Contractor shall proceed with the Contract in accordance with the Employer's instructions.</p>
PC 22. Installation	
PC 22.2.5	<p>Working Hours: Normal working hours will be from 9:00 AM to 6:00 PM with one-hour lunch break from 13:00 hrs to 14:00 hrs. Any change in Normal working hours shall be advised by the Project Manager or the Employer.</p> <p>Multiple shifts involving work at night or outside normal working hours is permitted for all operations provided temporary lighting equipment as per a layout issued with a Notice from the Project Manager, shall be provided, installed, maintained for the duration of the Contract and removed after completion of work by and at the expense of the Contractor.</p> <p>The Contractor shall allow in his construction programme for local festivals that are not included in the list of Maharashtra public holidays. No extra payment will be made to the Contractor for the provision of such measures.</p>
PC 22.2.8	<p>Replace GC Sub-Clause 22.2.8 with the following: 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 at Contractor's own risk and cost. The Contractor shall indemnify both the Employer and Project Manager for any harms/loss.</p>
PC 23. Test and Inspection	
PC 23.6	<p>Add the following as second Paragraph to GC Sub-Clause 23.6: If such rejection and retesting cause the Employer or Project Manager or their Representatives to incur additional costs, such costs shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any sum due, or to become due, to the Contractor.</p>
PC 23.7	<p>Replace GC Sub-Clause 23.7 with the following: In case of any dispute or difference of opinion, the work shall be continued as per the directions of the Project Manager and the matter may be referred, if required, to Arbitration.</p>



PC 24. Completion of the Facilities	
PC 24.2	Delete sub-clause 24.2 and replace with the following: 24.2: The Contractor shall provide operating and maintenance personnel as well as all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other materials required for commissioning of the Facilities or any part thereof.
PC 24.3	Delete the Sub-Clause
PC 24.6	Delete the Sub-Clause
PC 25. Commissioning and Operational Acceptance	
PC 25.1.2	Replace GC Sub-Clause 25.1.2 with the following: The Contractor shall supply the operating and maintenance personnel for commissioning of the Facilities or any part thereof. The Contractor shall also provide the spares, lubricants, facilities, services and other matters required for commissioning of the Facilities or any part thereof.
PC 25.2.2	The Guarantee test of the Facility or the relevant part thereof needs to be completed within the period of 90 days from the date of completion.
PC 26. Completion Time Guarantee	
PC 26.2	The liquidated damages shall be as specified in Appendix 1, Contract Key Dates & Access Dates, Section VI-A, Part 2.
PC 26.3	No bonus will be given for earlier Completion of the Facilities or Part thereof.
PC 27. Defect Liability	
PC 27.2	Replace the first sentence in GC Sub-Clause 27.2 with the following: Defect Liability Period (DLP) The Defect Liability Period for the Facility shall commence from the date of issue of Operational Acceptance Certificate and expire twenty-four (24) months thereafter.
PC 27.7	Reasonable period of time shall be taken as 14 days.
PC 27.8	Replace GC Sub-Clause 27.8 with the following: If a defect is made good under this GC 27, the Defect Liability Period for the item which has been made good shall extend for a period of twenty-four (24) months from such making good. However, in no event shall the Defect Liability Period extend beyond forty-eight (48) months after the date of Operational Acceptance.
PC 27.10	Add new GC Sub-Clause 27.10: Upon satisfactory completion of DLP of the Contract, the Project Manager shall issue the Performance Certificate for the satisfactory performance of the Contract, stating the date on which the Contractor completed his obligations under the Contract. The Project Manager shall issue the Performance Certificate (Facilities) within 28 days after the latest of the expiry dates of the Defect Liability Period for Contract and on submission of the request for issue of the Performance Certificate along with all the Documents required under the Contract.
PC 30. Limitations of Liability	
PC 30.1 (b)	The multiplier of the Contract Price is: 1



PC 31. Transfer of Ownership																						
PC 31.1	<p>Replace GC Sub-Clause 31.1 with the following:</p> <p>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 having delivered to the Site (MML3 Depot).</p>																					
PC 34. Insurance																						
PC 34.6	This Clause is deleted.																					
PC 39. Change in the Facilities																						
PC 39.1.1	<p>Insert the following sentences at the end of Sub-Clause 39.1.1:</p> <p>The Employer at his sole discretion may advise the Contractor in writing about increase of the total quantity by as under:</p> <table border="1" data-bbox="448 640 1370 1173"> <thead> <tr> <th>Sr.No</th> <th>Material Handling Equipment</th> <th>Quantity (Nos)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Electric Stand-on Stacker – 1.5 tons, (Ride-on)</td> <td>1</td> </tr> <tr> <td>2</td> <td>Diesel Operated Forklift truck- 5 ton</td> <td>1</td> </tr> <tr> <td>3</td> <td>Electric Forklift truck – 3 tons</td> <td>1</td> </tr> <tr> <td>4</td> <td>Hydraulic Hand Pallet Truck - 2.5 tons (Manual operation)</td> <td>2</td> </tr> <tr> <td>5</td> <td>Electric Stand-on Pallet Truck- 2 tons (Battery operated)</td> <td>1</td> </tr> <tr> <td>6</td> <td>Self-Propelled Scissor lift platform (Cap 300 kg)</td> <td>1</td> </tr> </tbody> </table> <p>Contractor shall be required to supply increased ordered quantity at the contracted terms & conditions and determined prices as detailed in Clause 1.5 “Quantity Variation” of Pricing Document, Section IV-B, Part-1.</p>	Sr.No	Material Handling Equipment	Quantity (Nos)	1	Electric Stand-on Stacker – 1.5 tons, (Ride-on)	1	2	Diesel Operated Forklift truck- 5 ton	1	3	Electric Forklift truck – 3 tons	1	4	Hydraulic Hand Pallet Truck - 2.5 tons (Manual operation)	2	5	Electric Stand-on Pallet Truck- 2 tons (Battery operated)	1	6	Self-Propelled Scissor lift platform (Cap 300 kg)	1
Sr.No	Material Handling Equipment	Quantity (Nos)																				
1	Electric Stand-on Stacker – 1.5 tons, (Ride-on)	1																				
2	Diesel Operated Forklift truck- 5 ton	1																				
3	Electric Forklift truck – 3 tons	1																				
4	Hydraulic Hand Pallet Truck - 2.5 tons (Manual operation)	2																				
5	Electric Stand-on Pallet Truck- 2 tons (Battery operated)	1																				
6	Self-Propelled Scissor lift platform (Cap 300 kg)	1																				
PC 39. Change in the Facilities																						
PC 39.2.7	<p>Replace the last para of GC Sub-Clause 39.2.7 with the following:</p> <p>If the Contractor and the Project Manager cannot reach agreement within thirty (30) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to Employer for determination whose decision shall be final.</p>																					
PC 40. Extension of Time for Completion																						
PC 40.2	<p>Replace the 1st para of GC Sub-Clause 40.2 with the following:</p> <p>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.</p>																					



PC 42. Termination	
PC 42.2.5	<p>Add the following at the end of Clause 42.2.5:</p> <p>In such case, the portion of the Advance payment as due to the employer shall be deemed as interest bearing Advance at an interest of 2 percentage points above the SBI Base Rate for the relevant period, compounded daily, for the duration, such amount was available with the Contractor.</p>
PC 44. Claims, Disputes and Arbitration	
PC 44.1	<p>Replace the last para with the following:</p> <p>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 arbitration as per Clause PC 45.5.</p>
PC 44.2	<p>Add new Sub-Clause PC 44.2: Employer's Claims</p> <p>If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Employer or the Project Manager shall give notice and Particulars thereof to the Contractor.</p> <p>The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Liability Period shall be given before the expiry of Defects Liability Period.</p> <p>The Particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract.</p> <p>The Employer/ Project Manager shall determine,</p> <p>(i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or</p> <p>(ii) the extension (if any) of the Defects Liability Period.</p> <p>This amount as at (i) above may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, deduct the same from Performance Security or to otherwise claim against the Contractor, in accordance with this Sub- Clause.</p> <p>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 arbitration as per clause PC 45.5.</p>
PC 45. Disputes and Arbitration	
PC 45.1	<p>Replace GC Sub-Clause 45.1 with the following:</p> <p>There will be no Dispute Board appointed for this Contract.</p>
PC 45.2	Deleted.
PC 45.3	Deleted
PC 45.4	<p>Replace GC 45.4 with the following:</p> <p>In case of any dispute between the Parties arising out of or in</p>



	connection with the Contract, both Parties shall attempt to settle the dispute amicably. In case of failure to reach a settlement on the full or a part of the dispute or if the Parties agree otherwise, the case shall be settled through Arbitration by a sole Arbitrator. Unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth (56 th) day after the day on which notice of intention to commence arbitration was given, even if no attempt at amicable settlement has been made.
PC 45.5	Replace GC Sub-Clause 45.5 with the following: Arbitration shall be conducted as per Indian Arbitration and Conciliation Act 1996 (as amended from time to time): The place of arbitration shall be any International Arbitration Centre located in Mumbai and the arbitration shall be conducted in the language for communications defined in GC Sub-Clause 5.3 (Law and Language).
PC 45.6	Deleted
PC 45.7	Deleted

----- End of Section VIII -----



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing &
Commissioning of Material Handling Equipment
for Project "Mumbai Metro Line-3"

Part 3

Conditions of Contract and Contract Forms

Section IX Contract Forms

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRCL Line 3 Transit Office,
Wing A, Block E,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India.**



Bidding Documents

Composition of Documents

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CF1 -Notification of Award - Letter of Acceptance

(On letter head paper of the Employer)

(----- dd-mm-yyyy -----)

To: [-----name and address of the Contractor-----]

Subject: Notification of Award of Contract No.MM3-CBS-DEQ-9-06A

This is to notify you that your Bid dated (----*date*----) for execution of Manufacture, Supply, Installation, Testing & Commissioning of Material Handling Equipment (MM3-CBS-DEQ-9-06A) for the 'Contract Price' in the aggregate of (----*amount in words and figures*-----) (----*name of currency*-----), as corrected and modified in accordance with the Clause -----, Section I, Instructions to Bidders, is hereby accepted by Mumbai Metro Rail Corporation Limited (MMRC).

You are requested to furnish the Performance Security @ 3% of the Contract Price for Supply, Installation, Testing & Commissioning of Material Handling Equipment (MM3-CBS-DEQ-9-06A) within twenty-eight (28) days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form, CF3, Section IX, Contract Forms, Part 3.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Employer: _____



CF2- Contract Agreement

THIS AGREEMENT is made the _____ day of _____, 2019

BETWEEN

- (1) Mumbai Metro Rail Corporation Ltd., a corporation incorporated under the laws of India and having its principal place of business at Mumbai Metro Rail Corporation Ltd, MMRCL Line 3 Transit Office, Wing 'A', 'E' Block, Bandra-Kurla Complex, Bandra (East), Mumbai- 400 051, India, (hereinafter called “the Employer”),
and
- (2) (-----name of Contractor-----), a corporation incorporated under the laws of (-----Country of Contractor-----) and having its principal place of business at (-----address of Contractor-----), (hereinafter called “the Contractor”).

WHEREAS the Employer desires to engage the Contractor for the Supply, Installation, Testing & Commissioning of Material Handling Equipment for Project “Mumbai Metro Line-3” (MM3-CBS-DEQ-9-06A) (hereinafter called “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:

Article 1. Contract Documents

1.1 Contract Documents (Reference Clause 2: General Conditions (“GC”)). 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 including hereto
- b) The Letter of Acceptance
- c) Addenda
- d) Letter of Technical Bid
- e) Letter of Price Bid
- f) Particular Conditions of Contract (Part 3, Section VIII)
- g) General Conditions of Contract (Part 3, Section VII)
- h) Employer’s Requirements (Part 2, Section VI-B)
- i) Employer’s Requirements (Part 2, Section VI-A)
- j) Pricing Document (Part-1, Section IV-B)
- k) Other completed Bidding Forms submitted with the Bid
- l) Evaluation and Qualification Criteria (Part-1, Section III)
- m) Pre-bid and post-bid clarifications and reply thereof
- n) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans
- o) Any other documents _____

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 the aggregate of (---- *amount(s) in foreign currency (ies) in words and figures* -----), and (---- *amount in local currency in words and figures*-----) in consideration of the performance by the Contractor of its obligations hereunder.

The Contract Price of the Contract shall be the aggregate of (----- *amount(s) in foreign currency (ies) in words and figures* -----), and (---- *amount in local currency in words and figures* -----) as specified in Schedule No. 6 (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 Contract Price shall be paid by the Employer to the Contractor at the times, in the manner, and in accordance with the provisions of Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall instruct its bank to issue an irrevocable confirmed Letter of Credit made available to the Contractor for payments in foreign currencies in a bank in the country of the Contractor. The credit shall be for an amount of (----- *amount equal to the total named in Schedule 1 less the advance payment to be made for Plant and Equipment supplied from abroad* -----); 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. 1 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 the Letter of Acceptance is received and acknowledged by the Contractor.

Article 4. Communications

- 4.1 The address of the Employer for notice purposes, pursuant to GC Clause 4.1 is Mumbai Metro Rail Corporation Ltd, MMRCL Line 3 Transit Office, Wing 'A', 'E' Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051, India.



4.2 The address of the Contractor for notice purposes, pursuant to GC Clause 4.1 is (----- *Contractor's address* -----).

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, for and on behalf of the Employer _____

[Signature] _____

[Title] _____

in the presence of _____

Signed by, for and on behalf of the Contractor _____

[Signature] _____

[Title] _____

in the presence of _____



APPENDICES

- APPENDIX 1 Terms and Procedures of Payment
- APPENDIX 2 Prices Adjustment
- APPENDIX 3 Insurance Requirements
- APPENDIX 4 Time Schedule
- APPENDIX 5 List of Major Items of Plant and Installation Services and List of Approved Subcontractors
- APPENDIX 6 Scope of Works and Supply by the Employer
- APPENDIX 7 List of Documents for Approval or Review
- APPENDIX 8 Functional Guarantees



Appendix 1- Terms and Procedures of Payment

In accordance with the provisions of GC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Contractor. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

Terms of Payment

For Supply Portion of the Contract

All payments against the work, except the Final payment, to Contractor shall be made in accordance with GC Clause 12 within forty-five (45) days of the receipt of required documents. The final payment shall be made within fifty-six (56) days of the receipt of required documents. However, for MSMEs, the final payment shall be made as per the current provisions of MSME Act.

TERMS OF PAYMENT-

Schedule No. 1. Plant and Mandatory spare parts to be supplied from abroad

In respect of Plant and Equipment supplied from abroad, the following payments shall be made:

- (a) Ten percent (10%) of the total DDP (Delivery at MMRCL Site) amount as an advance payment within twenty-one (21) days after receipt of invoice and an irrevocable advance payment security equivalent to 110 % of the Advance payment amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of the plant and equipment delivered to the site, as evidenced by shipping and delivery documents.
- (b) Seventy five percent (75%) of the total or pro rata DDP (Delivery at MMRCL Site) amount upon delivery and acceptance at the site within forty-five (45) days after receipt of invoice and on submission of the following documents:
 - i) Signed/ Certified commercial invoice of shipped items showing the description, quantity, and price of items shipped in duplicate.
 - ii) Non-negotiable shipping documents / proof of dispatch (Bill of Lading/ Airway Bill).
 - iii) Inspection Certificate issued by Employer's Representative after Factory Acceptance Test.
 - iv) Insurance documents of shipped items.
 - v) Works Test Certificate.
 - vi) Crate-wise packing list along with weight of each item in the list.
 - vii) Certificate of country of origin issued by the appropriate authority.
 - viii) Certified copy of Certificate of receipt of full supplies at Depot site.
- (c) Ten percent (10%) of the total or pro rata DDP (Delivery at MMRCL Site) amount of total price of Schedule No. 1 upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.



- (d) Five percent (5%) of the total or pro rata DDP amount of total price of Schedule No. 1 in 8 equal quarterly instalments upon satisfactory completion of quarterly maintenance during DLP within forty-five (45) days after receipt of invoice.

Schedule No. 2. Plant and Mandatory spare parts to be supplied within the Employer's country.

In respect of plant and equipment supplied from within the Employer's country, the following payments shall be made:

- (a) Ten percent (10%) of the total DDP (Delivery at MMRCL Site) amount as an advance payment within twenty-one (21) days after receipt of invoice, and an irrevocable advance payment security equivalent to 110 % of the Advance payment amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of the plant and equipment delivered to the site, as evidenced by shipping and delivery documents.
- (b) Seventy-five percent (75%) of the total or pro rata DDP (Delivery at MMRCL Site) amount, upon delivery and acceptance at MMRCL Site within forty-five (45) days after receipt of invoice and on submission of the following documents:
- i) Signed/ Certified commercial invoice of supplies delivered at Depot site showing the description, quantity, and price of items shipped in duplicate.
 - ii) Non-negotiable shipping documents / proof of dispatch (Bill of Lading/ Airway Bill)
 - iii) Inspection Certificate issued by Employer's Representative after Factory Acceptance Test.
 - iv) Insurance documents of shipped items
 - v) Work Test Certificate.
 - vi) Packing List.
 - vii) Certified copy of Certificate of receipt of items at Depot site.
- (c) Ten percent (10%) of the total or pro rata DDP (Delivery at MMRCL Site) amount of total price of Schedule No. 2 upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.
- (d) Five percent (5%) of the total or pro rata DDP amount of total price of Schedule No. 1 in 8 equal quarterly instalments upon satisfactory completion of quarterly maintenance during DLP within forty-five (45) days after receipt of invoice

Schedule No. 3. Design Services- DELETED

Schedule No. 4. Installation, Testing & Commissioning, and Other Services

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

- (a) Ten percent (10%) of the total installation services amount as an advance payment within twenty-one (21) days after receipt of invoice, and an irrevocable advance payment security equivalent to 110 % of the Advance payment amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of work performed by the Contractor as evidenced by the invoices for installation services.



- (b) Sixty percent (60%) of the Total Price quoted in Schedule No 4 for the Equipment on completion of Installation, Testing & Commissioning as per Clause 25.1 (excluding Guarantee tests), Section VII, Part 3 and on completion of training of O&M staff of the Employer as evidenced by the Employer's authorization of the Contractor's application shall be made within forty-five (45) days on receipt of invoice with documents as given below:
- Signed/ certified commercial Invoice in duplicate,
 - Completion Certificate issued by the Project Manager,
 - Certificate of completion of training to Employer's O&M staff.
 - Submission of Training Manual, O&M Manual and Spare parts catalogue,
- (c) Thirty percent (30%) of the total or pro rata value of installation services on completion of Guarantee test, issue of the Operational Acceptance Certificate and completion of all other obligations as per Clause 25, Section VII, Part 3 the Contract as evidenced by the Employer's authorization of the Contractor's application, within forty-five (45) days after the receipt of invoice.

In the event that the Employer fails to make any payment on its due date, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the annual rate of two (2) percentage points above the SBI Base Rate of the currency (ies) of payment.

Payment Procedure **For supply portion of the Contract**

The procedure to be followed in applying for certification and making payments shall be as follows:

Application for Completed Items Certificate and Payment:

The Contractor shall be entitled to submit to the Project Manager requests for monthly payments only upon the achievement of one or more of the Completed items described in the Schedules of Pricing Document (Section IV B, Part 1). At the beginning of each month, the Project Manager shall issue to the Contractor, certificate in respect of each Completed items achieved in the preceding month.

The Contractor shall submit a Statement in four copies to the Project Manager after the end of each month, in a form approved by the Project Manager, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress. The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

Any amount due in respect of Completed Items by the Project Manager under each Payment Schedule; (including Variations and items described in sub-paragraphs (a) to (d) below):

- Any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Part-3, Section VII Clause 14 [Taxes and Duties] and Sub-Clause 14.4,
- Any amount to be deducted as required for fulfilling statutory requirements,



- (c) Any other additions or deductions which may have become due under the Contract or otherwise, including but not limited to those with Part-3, Section VII under Clause 44 [Contractor's Claims]; and the deduction of amounts certified in all previous Payment Certificates.
- (d) Any amounts recoverable from the Contractor in accordance with the Contract for liquidated damages for not achieving key dates and or /milestones.

The Contractor shall not submit more than one request for interim payment per month. No monthly invoice will be accepted until the Employer has received and approved the Performance Security (as per the format given in Part-3 Section IX contract form CF3)

Issue of Payment Certificates

The Contractor shall agree with the person to whom the authority has been delegated by the Project Manager, the supplies/items completed in accordance with the Pricing Document (Part 1 Section IV B) and this Appendix-1. This sheet shall be signed and presented with the Contractors Monthly Payment Application.

Where quantities/items are specified against Price Schedule, the Project Manager shall ensure all quantities submitted for payment have been completed and are fit for purpose with no outstanding NCR's, etc.

All certified quantities should have supporting documents where specified and shall be submitted as part of the Contractor's application.

For payment against Foreign Currency portion as mentioned in Pricing Schedules contractor will have to produce proof of spending money in currency other than INR as part of supporting document with the application for monthly payment to the satisfaction of Project Manager.

Thereafter, the Project Manager shall, within 28 days of receiving a statement and supporting documents, deliver to the Employer, with a copy to the Contractor an Monthly Payment Certificate showing the amount which the Project Manager considers to be due; if no payment is considered to be due, the Project Manager shall promptly notify the Contractor accordingly.

Where only a part of the payment applied for is disputed, payment certificate shall be issued for the undisputed amount.

Issue of Final Payment Certificate.

The Final Payment Certificate shall be prepared in accordance with the Contract after completion of the Contract in all respects as determined by the Project Manager (Refer GC Clause no 23, 24, 25, &26).

Within 28 days after receiving the Operational Acceptance Certificate in accordance with Part-3, Section-VII- GC Clause 25.3, the Project Manager shall issue, to the Employer, the Final Payment Certificate, which shall state:

- (a) The amount, which is finally due, and
- (b) After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.



Payment- Interim and Final

- (a) After certification by the Project Manager, payment of 100% of the certified monthly amount shall be made by the Employer within 14 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor.
- (b) Next 100% interim payment shall be made only after 100% payment of preceding monthly payment certified has been completed.
- (c) The Employer shall pay the amount certified in the Final Payment Certificate within 45 days from the date of issue of the Certificate.

The Employer reserves the right to carry out a post payment audit and/or technical examination of the Facilities, and the Final account, including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the Contractor, under the Contract. If any under-payment is discovered, the Employer shall pay the same to the Contractor. Such payments or recoveries, however, shall not be subject to any interest.



Appendix 2- Price Adjustment

1. Price Adjustment:

- 1.1 The portion of the contract for supply of Equipment is a fixed price contract and hence not subject to any Price Adjustment.

2. Price Adjustment on Recommended Spares:

- 2.1 Employer may exercise the option to procure individual Spares listed in the Schedule No 7, Price Schedule, Section IV-B, Part 1 and Mandatory Spares listed in Section IV-B, Part 1 at any time up to twelve (12) years from the date of issue of Operational Acceptance Certificate. The price quoted for these spares shall remain fixed till the issue of Operational Acceptance Certificate. Thereafter, the Procurement Price in such case shall be adjusted as under:
- Spares procured in Foreign Currency- at the rate of 2% increase per annum or part thereof.
 - Spares procured in local currency- adjusted on the basis of % change in WPI for Commodity Code 1318000000 (Machinery & Equipment) published by Economic Advisor, Ministry of Commerce & Industry, Govt of India at website <http://eaindustry.nic>.

The escalation in both the above cases shall be applicable on the quoted rates from the date of Operational Acceptance to the date of purchase order. The Base Date of WPI shall be of the month of date of Operational Acceptance Certificate.



Appendix 3- Insurance Requirements

Insurances to be Taken Out by the Contractor

In accordance with the provisions of GC 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) **Cargo 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 therefore) and to the construction equipment to be provided by the Contractor or its subcontractors.

Data to be filled in by Bidder based on Bidder's quote in pricing documents.

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]

The Contractor shall insure the plants, Facilities, all material and Contractor's document for not less than the full replacement cost including costs of demolition, removal and professional fee and profit.

b) **Installation All Risks Insurance**

Covering physical loss or damage to the Facilities at the Site, occurring prior to Operational Acceptance 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.

Data to be filled in by Bidder based on Bidder's quote in pricing documents.

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]

The Contractor shall insure the Works, plant, Material and Contractor's document including fire, theft, accidental damages and other natural calamities



for not less than the full reinstatement cost including costs of demolition, removal and professional fee and profit.

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 [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]

The Insurance shall cover for 0.8 million Indian rupees for any one incident and for unlimited number of incidents.

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. Automobile Liability should confirm to requirements of Indian Motor Vehicles Act.

e) **Workers' Compensation**

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed. Each worker shall be insured as per "The Workmen's Compensation Act. 1923" and for not less than 0.8 million Indian rupees.

f) **Employer's Liability**

In accordance with the statutory requirements applicable in India where the Facilities or any part thereof is executed. Each worker shall be insured as per "The Workmen's Compensation Act. 1923" and for not less than 0.8 million Indian rupees per person and for 5 personnel of Engineer/ Employer.

g) **Professional Indemnity**

The Contractor shall provide insurance cover for not less than 3% (three percent) of the Contract Price. The cover is for the financial consequences of professional negligence, following a breach of professional duty by way of neglect, error or omission, additionally, cover is provided in respect of any legal and other costs and expenses incurred, occurring in connection with the design and construction of the temporary and permanent works of the Facilities.

h) **Other Insurances:**

The Contractor is also required to take out and maintain at its own cost the following insurances: **Not Applicable.**



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 Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insurers under all insurance policies taken out by the Contractor pursuant to GC Sub-Clause 34.1, except for the Cargo, 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.

Insurances - To be taken out by the Employer.

The Employer will not take out any insurance during the performance of the Contract.

The Contractor shall at its own expense take out, including paying any additional dues for any claim and maintain in effect during the performance and including the Defect Liability Period of the Contract all insurances as stated in the Specification and Contract Agreement.



Appendix 4- Time Schedule

[The Contractor shall be required to submit with its Bid a detailed program, normally in the form of a bar chart, showing how and the order in which it intends to perform the Contract and showing the key events requiring action or decision by the Employer. The attached schedule shall adhere to the Time(s) for Completion as given in key dates in Appendix 1, Section VI-A, Part 2.

The whole of the works shall be completed and delivered in stages (key dates) within time stipulated as shown in Appendix 1, Section VI-A, Part 2.



Appendix 5- List of major items

DELETED



Appendix 6- Scope of Works and Supply (ies) by the Employer

- 1) Space for storage of the items of Equipment shall be provided by the Employer.
 - 2) Free passage shall be given to bring the Equipment to the Site on transport vehicles.
 - 3) Electricity, water and compressed air, if available with MMRC and in a position to be offered for use, shall be given free of cost for installation, testing and commissioning purpose. However, the Contractor shall keep his arrangements ready and available for commissioning the Facilities.
 - 4) The Employer shall not supply any material or equipment for the Works, unless found feasible by the Employer.
 - 5) Employer's operating and maintenance staff may be present during the installation and commissioning phase for training purpose.
-



Appendix 7- List of Documents for Approval or Review

The Contractor shall refer to Part 2, Section VI-A and Part 2, Section VI-B for all the submittals.



Appendix 8- Functional Guarantees

The Contractor shall manufacture, supply and install the Equipment to provide the availability of the Equipment for its intended functions as specified in Clause 1.11, Functional Guarantees, Section VI-B, Technical Specifications, Part 2.

The considerations listed below shall be guaranteed at each stage of the Contractor's works:

1. The attainment of the reliability, availability, and maintainability and safety requirements of the system will be verified by testing & commissioning and system demonstrations as required in the Technical Specification.
 2. The attainment of the operating performance requirements as required in Technical Specification shall be verified before Operational Acceptance.
 3. The Equipment shall ensure the various RAMS figures mentioned in **Clause 1.11**, Section VI-B, Part 2 with highest priority on safety.
-



CF3- Performance Security - Bank Guarantee

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)
[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Mumbai Metro Rail Corporation Ltd, MMRCL Line 3 Transit Office, Wing 'A', 'E' Block, Bandra-Kurla Complex, Bandra (East) Mumbai 400 051, India

Date: (-----date of issue-----)

PERFORMANCE GUARANTEE No.: (-----guarantee reference number-----)

Guarantor: (-----name and address of place of issue-----)

We have been informed that (----- name of Contractor ----- or ----- name of the joint venture -----) (hereinafter called "the Applicant") has entered into Contract Agreement No. _____ dated _____ with the Beneficiary, for the execution Supply, Installation, Testing & Commissioning of Material Handling Equipment (MM3-CBS-DEQ-9-06A) for the Mumbai Metro Line 3 Project (hereinafter called "the Contract").

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

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of each part-shipment or part-delivery of Plant and Equipment to the site, as indicated in copies of the relevant shipping and delivery documents that shall be presented to the Guarantor. This guarantee shall expire, at the latest,

- (a) upon the Guarantor's receipt of documentation indicating full repayment by the Applicant of the amount of the advance payment, or
- (b) on the ___ day of _____ (42 days after completion of DLP), whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by the Guarantor at its office on or before one year from the date of expiry of the Guarantee. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____



CF4- Advance Payment - Bank Guarantee

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)
[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Mumbai Metro Rail Corporation Ltd, MMRCL Line 3 Transit Office, Wing 'A', 'E' Block, Bandra-Kurla Complex, Bandra (East) Mumbai 400 051, India

Date: [date of issue]

ADVANCE PAYMENT GUARANTEE No.: [guarantee reference number]

Guarantor: [name and address of place of issue]

We have been informed that [name of Contractor or name of the joint venture] (hereinafter called "the Applicant") has entered into Contract Agreement No. _____ dated _____ with the Beneficiary, for the execution of Supply, Installation, Testing & Commissioning of Material Handling Equipment (MM3-CBS-DEQ-9-06A) for the Mumbai Metro Line 3 Project.

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of ----- (amount in words and figures) ----- is to be made against an advance payment 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 (*amount in words and figures*) upon receipt by us of the Beneficiary's first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract because the Applicant used the advance payment for purposes other than toward the execution of the Works.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at (*name and address of Applicant's bank*).

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of each part-shipment or part-delivery of Plant and Equipment to the site, as indicated in copies of the relevant shipping and delivery documents that shall be presented to the Guarantor. This guarantee shall expire, at the latest,

- (a) upon the Guarantor's receipt of documentation indicating full repayment by the Applicant of the amount of the advance payment, or
- (b) on the ___ day of _____ (42 days after completion of the Contract), whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by the Guarantor at its office on or before one year from the date of expiry of the Guarantee. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing & Commissioning
of Material Handling Equipment
for Project "Mumbai Metro Line-3"

PART 4 Drawings

Section X Drawings

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRC Line 3 Transit Office,
Wing 'A', 'E' Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai 400 051, India**



Bidding Documents

Composition of Documents

Part 1	Bidding Procedure
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Forms
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements –General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular Conditions of Contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings



BIDDING DOCUMENTS



MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

CONTRACT MM3-CBS-DEQ-9-06A

Manufacture, Supply, Installation, Testing &
Commissioning of Material Handling Equipment
for Project "Mumbai Metro Line-3"

Part 4 Drawings

Section X Drawings

March – 2023

**Mumbai Metro Rail Corporation Ltd
MMRCL Line 3 Transit Office,
Wing 'A', 'E' Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051, India
Bidding Documents**



Composition of Documents

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Evaluation and Qualification Criteria
Section IV-A	Bidding Form
Section IV-B	Pricing Document
Section V	Eligible Source Countries of Japanese ODA Loans
Part 2	Employer's Requirements
Section VI-A	Employer's Requirements – General Specifications
Section VI-B	Employer's Requirements – Technical Specifications
Part 3	Conditions of Contract and Contract Forms
Section VII	General Conditions of Contract (GC)
Section VIII	Particular conditions of contract (PC)
Section IX	Contract Forms
Part 4	Drawings
Section X	Drawings

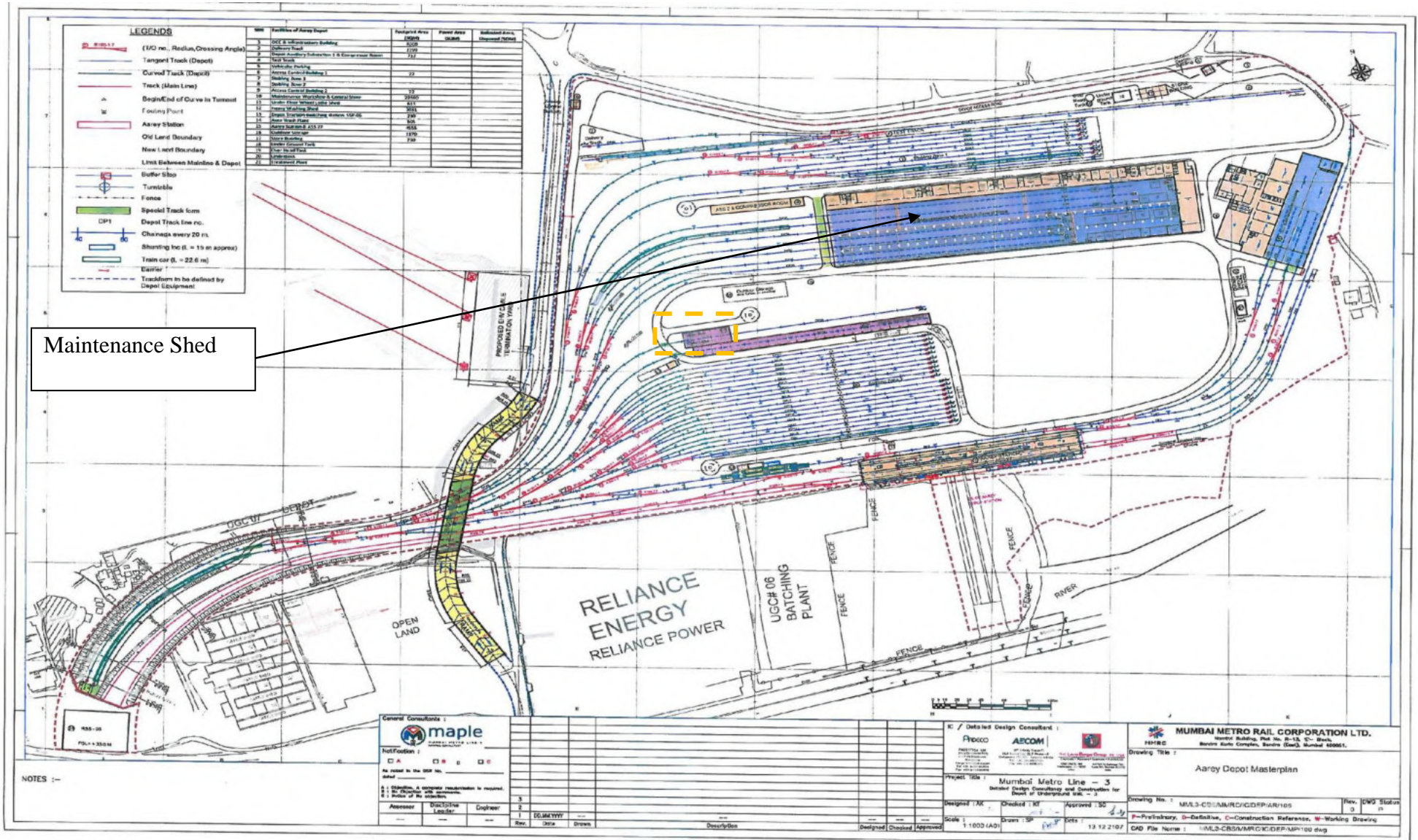


List of Drawings		
Drg.No.	Drawing No.	Drawing Title
1	MML3-CBS/MMRC/IC/DEP/AR/106	Aarey Depot Masterplan
2	DEPOT-ARP-D10-0001	Maintenance/Workshop Shed

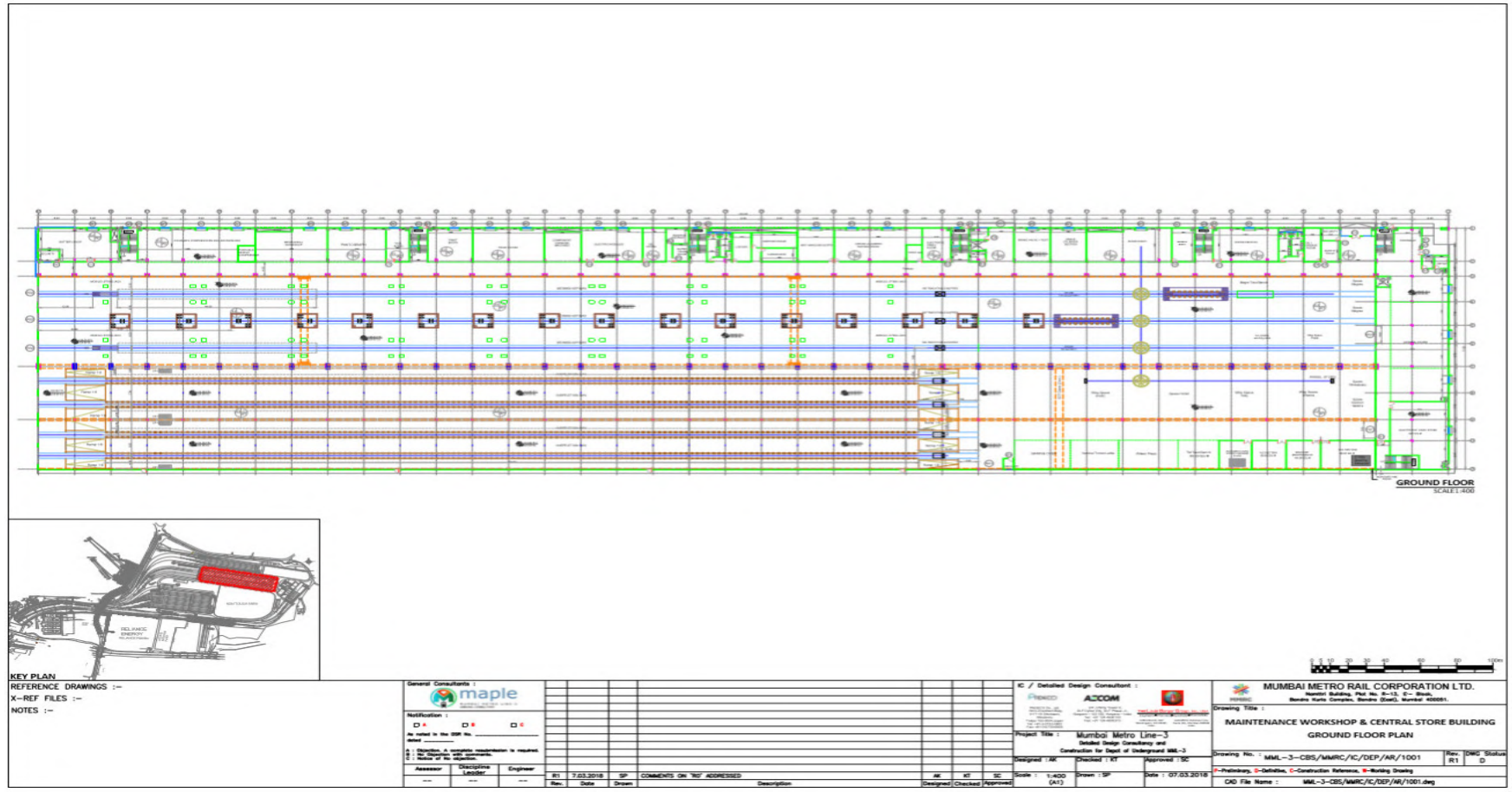


Aarey Depot Masterplan

Contract MM3-CBS-DEQ-9-05
Part 4 - Drawings
Section X - Drawings



Maintenance/ Workshop Shed



KEY PLAN
 REFERENCE DRAWINGS :-
 X-REF FILES :-
 NOTES :-

General Consultants : 			IC / Detailed Design Consultant : 			MUMBAI METRO RAIL CORPORATION LTD. Head Office Building, Plot No. 8-12, C-1, D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13, D-14, D-15, D-16, D-17, D-18, D-19, D-20, D-21, D-22, D-23, D-24, D-25, D-26, D-27, D-28, D-29, D-30, D-31, D-32, D-33, D-34, D-35, D-36, D-37, D-38, D-39, D-40, D-41, D-42, D-43, D-44, D-45, D-46, D-47, D-48, D-49, D-50, D-51, D-52, D-53, D-54, D-55, D-56, D-57, D-58, D-59, D-60, D-61, D-62, D-63, D-64, D-65, D-66, D-67, D-68, D-69, D-70, D-71, D-72, D-73, D-74, D-75, D-76, D-77, D-78, D-79, D-80, D-81, D-82, D-83, D-84, D-85, D-86, D-87, D-88, D-89, D-90, D-91, D-92, D-93, D-94, D-95, D-96, D-97, D-98, D-99, D-100, D-101, D-102, D-103, D-104, D-105, D-106, D-107, D-108, D-109, D-110, D-111, D-112, D-113, D-114, D-115, D-116, D-117, D-118, D-119, D-120, D-121, D-122, D-123, D-124, D-125, D-126, D-127, D-128, D-129, D-130, D-131, D-132, D-133, D-134, D-135, D-136, D-137, D-138, D-139, D-140, D-141, D-142, D-143, D-144, D-145, D-146, D-147, D-148, D-149, D-150, D-151, D-152, 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Notification : By : Date :	Assessor : Engineer :	R1 : 7.03.2018 Date :	SP : Design :	COMMENTS ON REF. ADDRESSED : Description :	AK : Design :	AT : Checked :	SC : Approved :	Scale : 1:400 Sheet : 1/3P Date : 07.03.2018	Drawing No. : MML-3-CBS/MMRC/IC/DEP/AR/1001 Drawing Title : MAINTENANCE WORKSHOP & CENTRAL STORE BUILDING GROUND FLOOR PLAN Drawing No. : MML-3-CBS/MMRC/IC/DEP/AR/1001 Drawing Title : MAINTENANCE WORKSHOP & CENTRAL STORE BUILDING GROUND FLOOR PLAN Drawing No. : MML-3-CBS/MMRC/IC/DEP/AR/1001 Drawing Title : MAINTENANCE WORKSHOP & CENTRAL STORE BUILDING GROUND FLOOR PLAN Drawing No. : MML-3-CBS/MMRC/IC/DEP/AR/1001 Drawing Title : MAINTENANCE WORKSHOP & CENTRAL STORE BUILDING GROUND FLOOR PLAN

