

Section 9 - Contract Forms

Table of Forms

Notification of Award	9-2
Contract Agreement	9-3
Appendix 1 - Terms and Procedures of Payment	9-6
Appendix 2 - Price Adjustment	9-7
Appendix 3 - Insurance Requirements	9-9
Appendix 4 - Time Schedule	9-111
Appendix 5 - List of Major Items of Plant and Services and List of Approved Subcontractors	9-133
Appendix 6 - Scope of Works and Supply by the Employer	9-144
Appendix 7 - List of Documents for Approval or Review	9-155
Appendix 8 - Functional Guarantees	9-16
Performance Security	9-17
Advance Payment Security	9-19

Notification of Award

[*Employer's letterhead*]

Letter of Acceptance

[*date*]

To: [*Name and address of the contractor*]

This is to notify you that your Bid dated [*date*] for execution of the **JP/EW/1B/E2: “DESIGN, DETAIL ENGINEERING, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 25 KV AC TRACTION (RIGID OHE), 33 KV AUXILIARY SUB STATIONS (ASS), ASSOCIATED CABLING AND SCADA SYSTEMS FOR UNDERGROUND CORRIDORS OF JAIPUR MASS RAPID TRANSPORT SYSTEM PROJECT PHASE-1B”** for the Contract Price in the aggregate of [*amounts in numbers and words*] [*name of currency*], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the [*insert number*] day of [*insert month*], [*insert year*],

BETWEEN

(1) JAIPUR METRO RAIL CORPORATION LTD., a corporation incorporated under the laws of [*country of employer*] and having its principal place of business at Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan), India, PIN-302 005 (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 to “**DESIGN, DETAIL ENGINEERING, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 25 KV AC TRACTION (RIGID OHE), 33 KV AUXILIARY SUB STATIONS (ASS), ASSOCIATED CABLING AND SCADA SYSTEMS FOR UNDERGROUND CORRIDORS OF JAIPUR MASS RAPID TRANSPORT SYSTEM PROJECT PHASE-1B** NCB No. JP/EW/1B/E2:” (“the Facilities”) (“the Facilities”) and the Contractor have 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 GCC Clause 2)

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

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Price Bid and Price Schedules submitted by the Contractor
- (c) Employer’s requirements
 - (i) Technical and General Specifications
 - (ii) Drawings
 - (iii) Other requirements
- (d) Special Conditions of Contract
- (e) List of Eligible Countries that was specified in Section 5 of the Bidding Document
- (f) General Conditions of Contract
- (g) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
- (h) Any other documents part of the Employer’s Requirements
- (i) Letter of Technical Bid and Technical Proposal submitted by the Contractor

1.2 Order of Precedence (Reference GCC 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 GCC 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 GCC Clause 11)
The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of [. . . amounts of foreign currency in words . . .], [. . . amounts in figures. . .] as specified in Bill of Quantities (Grand Summary), [. . . amounts of local currency in words . . .], [. . . amounts in figures. . .], or such other sums as may be determined in accordance with the terms and conditions of the Contract.
- 2.2 **Terms of Payment** (Reference GCC Clause 12)
The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Volume-3 of Section 6 (Employer's Requirements).

The Employer shall instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of [. . . amount equal to the total named in Schedule 1 less the advance payment to be made for plant and mandatory spare parts supplied from abroad. . .]; and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 500.¹

In the event that the amount payable is adjusted in accordance with GCC 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 shall be as specified in the Letter of Acceptance

**Article 4
Communications**

- 4.1 The address of the Employer for notice purposes, pursuant to GCC 4.1 is: [*Employer's address*].
- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: [*Contractor's address*].

**Article 5.
Appendixes**

- 5.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendixes 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*]

¹ Or Uniform Customs and Practice for Documentary Credits 2007 Revision, ICC Publication No. 600 (or the latest version).

in the presence of

[*Signature*]

[*Title*]

Signed by, for and on behalf of the Contractor

[*Signature*]

[*Title*]

in the presence of

[*Signature*]

[*Title*]

APPENDIXES

Appendix 1 - Terms and Procedures of Payment

Appendix 2 - Price Adjustment

Appendix 3 - Insurance Requirements

Appendix 4 - Time Schedule

Appendix 5 - List of Major Items of Plant and 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

Please refer Price Schedules in Section-4 Vol-2 **(for part 1 ROCS- Para – G – Terms of Payment and for Part 2 ASS- para 1.3.5 -Measurement and Payment under Preamble BOQ ASS)** of Bid document.

Appendix 2 - Price Adjustment

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

$$P_1 = P_0 \times \left(a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

in which:

P_1 = adjustment amount payable to the Contractor

P_0 = Contract price of the equipment (base price)

a = percentage of fixed element in Contract price (**$a = 0.15$**)

b = percentage of Labour component in Contract price ($b = \%$). For Supply/delivery $b=0.2$.

c = percentage of material and equipment component in Contract price ($c = \%$). For Supply/delivery $c=0.65$.

L_0, L_1 = Labour indices applicable as issued by Ministry of Labour & Employment, GOI (Consumer Price Index numbers) as applicable to the place of execution of the contract on the base date and the date for adjustment, respectively

M_0, M_1 = Wholesale Price Indices (for basic metals, alloys & Metal Product) as issued by RBI, on the base date and the date for adjustment, respectively

Conditions Applicable to Price Adjustment

The base date shall be the date 28 days prior to the deadline for submission of the Bid.

The date of adjustment shall be the mid-point of the period of manufacture of the component or Plant.

Note: In case, if the corresponding date is not available in the data for this purpose, then the data of the month having major period shall be considered.

The following conditions shall apply:

- a. The price adjustment shall only be applicable for the supply/delivery items in the contract for the items as specified.
- b. No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.

- c. If the currency in which the Contract price, P_o , is expressed is different from the currency of the country of origin of the Labour and/or materials indexes, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- d. No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment against the equipment if applicable.
- e. The price adjustment shall be applicable for the following only:-

S.No.	Item
1	Dry type Transformers as per BOQ
2	33 Kv Cable FRLSOH, as per BOQ
3	33 KV GIS Switchgear as per BOQ
4	25 KV Cable
5	25 KV GIS Switchgear
6	ROCS Conductor Rail, Interlocking Joints & Insulators
7	Contact Wire
8	Steel Parts
9	Overhead Protection Conductor (OPC)
10	Return Conductor (RC)
11	Tunnel Earth Wire (TEW)

Appendix 3 - Insurance Requirements

(A) Types of Insurance to Be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the types of insurance 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.

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

(b) Installation All Risks Insurance

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

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

(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]

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether owned by them or not) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Workers' Compensation

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

(f) Employer's Liability

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

(g) Other Insurance

The Contractor is also required to take out and maintain at its own cost the following types of insurance:

Details:

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

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Subclause 34.1, except for the Third Party Liability, Workers' Compensation, and Employer's Liability Insurance, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Subclause 34.1, except for the Cargo, Workers' Compensation and Employer's Liability Insurance. 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.

(h) Professional Indemnity Insurance (PII)

Amount of Professional Indemnity Insurance (PII). (for the contracts having Design in scope of work):- Clause 51 of the SCC:-

AOA (any one accident) limit equal to 6% of the contract value against BOQ in respect of 'design and construct' with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity insurance Policy the deductible amount shall not be more than 5% of AOA limit. PII Policy shall be obtained within four weeks from 'date of commencement' and shall be valid for five years after date of issue of 'Performance Certificate'. Wherever the contractor submits policy for shorter period /annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance guarantee (5% of contract value) shall be retained till required validity period. The contractor's submission of such shorter period /renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.

Appendix 4 - Time Schedule

(A) Key dates for– Rigid OHE (ROCS) Works

Key Dates	Description	Key Date in Weeks Chand pole to Badi Chaupar Corridors
KD-1	Preliminary Design Submission	16
KD-2	Definitive Design Submission	24
KD-3	Submission of Preliminary Simulation Study	16
KD-4	Submission of Final Simulation Study	24
KD-5	Submission of Earthing and Bonding scheme along with detailed drawings based upon Simulation study.	30
KD-6	Submission of Detail Engineering and Submittal of Technical proposals of major equipment/vendors to Engineer for Approval along with technical parameters.	20
KD-7	Delivery of major material at Site e.g. Contact wire, Aluminum Rail, insulator, bracket, Section insulator, Tunnel Earth Wire, GIS Interrupters/ Circuit Breakers, Return Conductor, Earth Wire, SCADA Equipment etc	52
KD-8	Installation of Rigid Catenaries System in tunnel sections, Neutral sections and completion of Earthing & bonding	56
KD-9	Installation of all equipment at SP (Sectioning Post) and Sub Sectioning Post as per the Cost Centers	60
KD-10	Testing and Commissioning of Rigid Catenaries System (ROCS) in tunnel Sections and SP (Sectioning Post) and Sub Sectioning Post as per the Cost Centers	64
KD-11	Charging of the Sectioning Post & Rigid OCS (ROCS) for Trail Runs, Signaling & rolling stock testing.	66
KD-12	Submission of Report by Independent Agency for Verification (Auditing) of design and installation of ROCS.	74
KD-13	System Acceptance Test including Integrating Testing of Rigid OCS of Section and checking/ measuring parameters e.g. step and touch Voltage and Parameters obtained by Simulation Study.	80
KD-14	Taking-over Certificate	104

(B) Key dates for Auxiliary Substations (ASS) Works

Key Dates	Description	Key Date in Weeks Chand pole to Badi Chaupar Corridors
KD-1	Detail Engineering and Submittal of Technical proposals of major equipment to Engineer for Approval	20
KD-2	Submission of Working Drawings/ Shop Drawings	24
KD-3	Delivery of Major Equipment (33 KV panels, TR's, HT & LT cables, SCADA equipment etc) to Site	52
KD-4	Installation of Majority of ASS Equipment and commence system testing, SCADA testing.	60
KD-5	Commissioning of Auxiliary Sub Stations	64
KD-6	Charging of the Auxiliary power supply network for E&M supply extension and for Trail Runs, Signaling & rolling stock testing.	66
KD-7	Completion of acceptance test after integrated testing with SCADA System	74
KD-8	Taking over of the system	104

Note:

- a) All the key dates are from the date of commencement.
- b) For the part week, full week will be considered for this purpose.
- c) The site shall be made available progressively and if some part is not made available then the extension of time shall be allowed only to the work/KD of that particular part.

Appendix 5 - List of Major Items of Plant and Services and List of Approved Subcontractors

Not Used

Appendix 6 - Scope of Works and Supply by the Employer
N/A

Appendix 7 - List of Documents for Approval or Review
N/A

Appendix 8 - Functional Guarantees

N/A

Performance Security

..... *Bank's name, and address of issuing branch or office*¹

Beneficiary: *Name and address of employer*

Date:

Performance Guarantee No.:

We have been informed that *name of the contractor*. (hereinafter called "the Contractor") has entered into Contract No. *reference number of the contract*. dated with you, for the execution of *name of contract and brief description of plant and services*. (hereinafter called "the Contract").

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

At the request of the Contractor, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*². (*amount in words*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the earlier of

(a) 24 months after our receipt of

- (i) a copy of the Completion Certificate; or
- (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that 14 days have elapsed from receipt of such notice (or 7 days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies; or
- (iii) a registered letter from the Contractor stating that no Completion Certificate has been issued but the Employer is making use of the Facilities; or

(b) the ____ day of _____, 2____.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (*or ICC Publication No. 758 as applicable*), except that subparagraph (ii) of Sub-Article 20(a) is hereby excluded.³

¹ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

² The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer.

³ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758, where applicable.

.....
Seal of bank and signature(s)

-- Note to Bidder --

If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.

Advance Payment Security

..... *Bank's name, and address of issuing branch or office*¹

Beneficiary: *Name and address of employer*

Date:

Advance Payment Guarantee No.:

We have been informed that *name of the contractor*. (hereinafter called "the Contractor") has entered into Contract No. *reference number of the contract*. dated with you, for the execution of *name of contract and brief description of works*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *name of the currency and amount in figures*². (*amount in words*.) is to be made against an advance payment guarantee.

At the request of the Contractor, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*³. (*amount in words*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *contractor's account number*. at *name and address of the bank*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates, which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate, indicating that 80% of the Contract Price has been certified for payment, or on the . . . day of ,⁴ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (*or ICC Publication No. 758 as applicable*).

.....
Seal of bank and signature(s)

¹ All italicized text serves as a guide for preparing this demand guarantee and shall be deleted from the final document.

² The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the contract, or in a freely convertible currency acceptable to the employer.

³ Footnote 2.

⁴ Insert the expected expiration date of the time for completion. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

-- Note to Bidder --

If the institution issuing the advance payment security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.