



**MADHYA PRADESH POWER TRANSMISSION CO. LTD.,
JABALPUR**

**BIDDING DOCUMENT FOR
CONSTRUCTION OF TRANSMISSION LINES ON TURNKEY
BASIS (Package No.- 7-2)**

JAPANESE ODA LOAN No. ID-P 250

**TRANSMISSION SYSTEM STRENGTHENING PROJECT IN MADHYA
PRADESH**

BID IDENTIFICATION NUMBER: JICA-II/MPPTCL/TR-208

**THIS BID DOCUMENT COMPRISES OF THE FOLLOWING TWO BOUND
VOLUMES:**

VOLUME- I

COMMERCIAL BIDDING DOCUMENT FOR PROCUREMENT OF PLANT AND
INSTALLATION SERVICES AS PER "SINGLE STAGE – TWO ENVELOPE"
PROCEDURE AS PER JICA STANDARD BIDDING DOCUMENT

And

VOLUME- II (Part-I and Part-II)

Part-I: TECHNICAL BIDDING DOCUMENT FOR SPECIFICATION &
REQUIREMENT FOR SUPPLY OF PLANTS AND INSTALLATION
SERVICES

Part-II: SCHEDULES TO BE FURNISHED BY THE BIDDERS

**OFFICE OF CHIEF ENGINEER (PROCUREMENT)
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**MADHYA PRADESH POWER TRANSMISSION CO. LTD.
JABALPUR**

(JAPANESE ODA LOAN FINANCED PROJECT)

**BIDDING DOCUMENT FOR
CONSTRUCTION OF TRANSMISSION LINES ON TURNKEY
BASIS (Package No. – 7-2)**

BID IDENTIFICATION NUMBER: JICA-II/MPPTCL/TR-208

VOLUME- I

COMMERCIAL BIDDING DOCUMENT FOR PROCUREMENT OF PLANT AND INSTALLATION SERVICES AS PER “SINGLE STAGE – TWO ENVELOPE” PROCEDURE AS PER JICA STANDARD BIDDING DOCUMENT, BID DATA SHEET, EVALUATION AND QUALIFICATION CRITERIA,.

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VOLUME – I

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Section I. Instructions to Bidders

The Instructions to Bidders governing this bidding process are the “Instructions to Bidders included in **Option A**, Single-Stage Two-Envelope Bidding, Section I,” of the Standard Bidding Documents for Procurement of Plant Design, Supply and Installation (version 1.0) published by JICA in February 2013. Those Instructions to Bidders are available on the JICA’s web site shown below:

[http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/te
nder/index.html](http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html)

A copy of the Instructions to Bidders is not attached to these Bidding Documents.

Section II. Bid Data Sheet

Bid Data Sheet

ITB Clause Reference	This Section includes provisions that are specific to each activity and that supplement Section I, Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in Section I.				
A. General					
ITB 1.1	The reference identification number of this bidding process is: JICA-II/MPPTCL/TR-208				
ITB 1.1	The Employer is: Madhya Pradesh Power Transmission Company Limited , Jabalpur – 482 008 (Madhya Pradesh) India.				
ITB 1.1	The Employer issues these Bidding Documents for the supply of Plant and Installation Services as specified in Section VI, Employer’s Requirements.				
ITB 1.1	The Inco term edition is: Inco term with latest amendments.				
ITB 1.1	The name, identification and number of the lot(s) (contract(s))comprising this ICB is: JICA-II/MPPTCL/TR-208				
	Package No.	Bid Identification No.	Package Name	Details of Works/ Project Sites	Length in (km)
	7-2	JICA-II/MPPTCL/TR-208	Construction of 132kV Transmission Lines on turnkey basis. (ACSR conductor will be supplied by MPPTCL) (Package No.- 7-2)	Construction of MugaliaChhap 220 kV - Mahwadia 132kV DCDS Line	10
				Construction of Panagar 220 kV - Dheemarkheda 132kV DCSS Line.	65
				Construction of Prithivipur - Orchha 132kV DCSS Line	30
				Construction of Udaipura - Tendukheda 132kV DCSS line	45
				Construction of Gohad - Gormi 132kV DCSS line	25
				Construction of Narsinghgarh - Suthaliya 132kV DCSS line	50
ITB 2.1	The Borrower is: INDIA				
ITB 2.1	The number of the Loan Agreement is: ID – P 250 The amount of a Japanese ODA Loan is: JPY 15457.00 Million The signed date of the Loan Agreement is: 31 MARCH 2016				

ITB 2.1	The name of the Project is: Transmission System Strengthening Project in Madhya Pradesh.
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: April 2012
ITB 3.1(c)	"A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr ".
ITB 4.1B	<p>Following sub-clauses may be added:</p> <p>(c) The individuals or firms in a JVA (Joint Venture, Consortium or Association) shall be jointly and severally liable. Original copy of JVA Agreement in prescribed format (form of undertaking by the Joint Venture Partners) enclosed in section -IX, indicating joint and several liability among the parties to the Joint Venture, should be provided with the bid. (d) Lead Partner of JVA:</p> <p>(i) One of the partners responsible for performing a key component of the contract shall be designated as lead partner; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories.</p> <p>(ii) It would be essential for the Lead Partner to sign each & every document in the bid submitted. Signature by any other JVA partners on the basis of Power of Attorney shall not be accepted.</p> <p>(iii) The lead partner shall sign and submit the Bid to Employer and shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JVA and will not give power of attorney to any other partner for submission of Bid. The entire execution of the contract, including payment, shall be done exclusively with the lead partner, provided otherwise requested by the joint venture and agreed between the Employer and the lead partner.</p> <p>(iv) The lead partner shall be responsible for timely execution & completion of all the activities according to the Bid Document.</p> <p>(v) An agreement for authorizing one partner to act as Lead partner in prescribed format (form of power of attorney for Joint Venture) enclosed in section –IV should be provided with the bid.</p>
ITB 4.5	This bidding is not subject to prequalification.
B. Bidding Documents	
ITB 6.1	<p>Replace provisions of ITB 6.1 with the following:</p> <p>The Bidding Document comprises of Volume-I and Volume-II.</p> <p>Volume-I consists of Part 1 (Bidding Procedures), Part 2 (Employer's Requirements) and Part 3 (Conditions of Contract and Contract Forms) as specified above.</p> <p>Volume-II consists of the following and shall include amendments, if any,</p>

	thereto:
	<p>Part-I: Specification & requirement for supply of Plants and Installation Services.</p> <p>Section 1 Common Technical Requirement.</p> <p>Section 2 Technical Specifications for Towers.</p> <p>Section 3 Technical Specifications for Conductor.</p> <p>Section 4 Technical Specifications for Earth wire.</p> <p>Section 5 Technical Specifications for Disc Insulators.</p> <p>Section 6 Technical Specifications for Hardware for conductor & Earth wire.</p> <p>Section 7 Technical Specifications for Accessories for conductor & Earth wire.</p> <p>Section 8 Technical Specifications for OPGW, Associated Hardware & Accessories.</p> <p>Section 9 Technical Specifications for Erection of transmission lines.</p> <p>Annexure- 1 Guaranteed Technical Particulars of Conductors & Earth wire</p> <p>Annexure- 2 Guaranteed Technical Particulars of Disc Insulators</p> <p>Annexure- 3 Guaranteed Technical Particulars of Hardware for conductor & earth wire</p> <p>Annexure- 4 Guaranteed Technical Particulars of Accessories for conductor & earth wire</p> <p>Annexure- 5 List of Drawings</p> <p>Part-II: Schedules to be furnished by the Bidders.</p> <p>Schedule-8 Details of Plant Supplied from abroad/ within the Employer's Country.</p> <p>Schedule-9 Details of Installation Services.</p> <p>Schedule-10 Technical Questionnaire</p> <p>Schedule-11 List of Plants, Machinery & Testing Facilities</p> <p>Schedule-12 Commercial Questionnaire</p> <p>Schedule-13 Schedule of Deviations</p> <p>Schedule-14 Under taking for Confirmation in regard to Guaranteed Technical requirement of Plant</p> <p>Schedule- 15 Progress of works being executed for MPPTCL</p> <p>Schedule- 16 Check List</p>

ITB 6.3	As this is an E-Tender and all relevant document are available on E-Tender Portal of GoMP hence the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarifications, the minutes of the pre-bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8 (Downloaded / Uploaded by Bidder). In case of any contradiction, documents available / uploaded on E-Tender portal of Employer shall prevail.
ITB 6.6 (new Para)	The documents including the Bid Documents and all attached documents provided by Employer are and shall remain or become the property of Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith.
ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Attention: Chief Engineer (Procurement) Street Address: M.P. Power Transmission Company Limited. Floor/Room number: Block No.3, Shakti Bhawan City: Jabalpur. ZIP Code: 482 008 Country: India Telephone: 91-761-2661983, 91-761-2702164/2702140/2702134 Facsimile number: 91-761-2665593. Electronic mail address: e-mail : mptransco@nic.in
ITB 7.1	Responses to any request for clarification, if any, will, as appropriate be published on the Employer's web page indicated below. Web page: http://www.mptransco.in
ITB 7.1	All correspondence from Employer pertaining to this Bid till award of the work shall be done by the authorized representative of Employer. The Bidders are advised to regularly check their email ID registered with their user account at e-tendering portal http://www.mpeproc.gov.in for any update/addendum/corrigendum/pre-bid and post-bid queries/any other correspondence by the Employer.
ITB 7.1.1 (new para)	Employer will comply with the principle of equal opportunity and fair treatment to respond to the questions/queries raised or clarifications sought by the Bidders on or before the date of pre-bid meeting. All reply of queries & clarification, in writing shall be up loaded on e-tender portal of Employer, accessible to all prospective bidder. No verbal clarification shall be replied except the queries pertaining to the procedures of submission & uploading of bid on e-tender portal.
ITB 7.4	A pre bid meeting will be held at Conference Hall, Block No. 3 Shakti Bhawan, Rampur, Jabalpur on the date mentioned in IFB (Invitation For Bid). Any change in date / time/ venue shall be published on the MPPTCL's website: http://mptransco.in and also on the e-procurement portal of GoMP.

	<p>http://www.mpeproc.gov.in.</p> <p>Site visit is permitted. While guidance will be given by Employer, all other arrangements will have to be made by bidder entirely at his risk and cost. No time extension in opening of bid shall be permitted on the ground that site visit got delayed for any reasons.</p>
ITB 7.5	The bidder may send such queries either by post to the address mentioned in the bid documents or by e-mail: mptransco@nic.in up to the date of pre-bid meeting.
ITB 7.6	Responses to queries shall be send individually to bidder raising the query through e-mail. Further such replies shall also be published on e- tender portal of Employer http://www.mpeproc.gov.in
ITB 8.2	<p>Following is added to existing ITB 8.2</p> <p>Such modification in the form of an addendum will be uploaded on the e-tendering portal http://www.mpeproc.gov.in within the date given in NIT, which shall be available for all the prospective Bidders who have purchased the Bidding Documents in the Bid period. Without prejudice to the general order of precedence prescribed in the Clause 1 of GC, the provisions in any such addenda shall take priority over the Invitation to Bidders and Bidding Documents previously issued. Bidder shall ensure these documents should be submitted along with their original Bid documents submission. All these addendums, corrigendum and clarifications shall be part of the contract agreement.</p>
C. Preparation of Bids	
ITB 9.1	<p>Following may be added:</p> <p>The cost of Bid document is INR 56,000 (INR Fifty Six Thousand only).</p>
ITB 10.1	<p>The language of the Bid is: English</p> <p>All correspondence/ exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p> <p>The bidder should provide the relevant contact number & E-Mail ID alongwith the postal address, in English, of issuing authority / agency of such documents for verification purpose.</p>
ITB 11	<p>Documents Comprising the Bid</p> <p>Replace the Para 11.1 and its Sub-Paras with the following:</p>
ITB 11.1	General Requirements
ITB 11.1.1	All documents issued for the purposes of bidding as described in ITB 7, and any amendments issued thereof shall be deemed as incorporated in the Bid.
ITB 11.1.2	The Bidder shall, on or before the date and time given in the Notice of Invitation to Bid, upload his Bid on e-tendering portal http://www.mpeproc.gov.in in accordance with provisions in ITB 22.1.

	<p>The Bidder shall, on or before the date given in NIT, submit his Bid online and follow the procedure and steps of E-Tender portal. Details have been given in Clause ITB 23.</p> <p>Cost of the bid: Paid online through E-Tender portal.</p> <p>Bid Security: Scanned Copy of BG issued by scheduled commercial bank in India/Nationalized bank to be uploaded. In case the BG is issued in foreign country the same should be from scheduled commercial bank having it's business office in India.</p> <p>Technical Package: To be submitted at appropriate place i.e. Technical Envelope on e-tender portal. (Envelope A and other documents Envelope as defined in ITB 11.4.1).</p> <p>Financial Package: Financial bid form to be duly filled up directly in the Commercial Envelope only on e-tender portal and not anywhere else. (Envelope C as defined in ITB 11.4.1).</p> <p>Bidder should ensure that the no part of the Financial Bid should be up- loaded anywhere in the technical envelope.</p> <p>The original Bank Guarantee of Bid Security shall be submitted prior to the due date of opening of Bid at the office of Employer at address given above.</p> <p>For Bid Security: refer BDS ITB 21 below</p>
ITB 11.2 (I)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <ol style="list-style-type: none"> 1. Commercial questionnaire as per Vol. II, Part-II 2. Technical questionnaire as per Vol. II, Part-I 3. List of Plants & Machinery and Testing facilities as per Vol. II. 4. Type test certificate as per Volume II. 5. Quality Assurance Plan as per Volume II. 6. Other Schedules & Forms duly filled-in as per Vol. I & Vol. II.
ITB 11.4	Technical and Financial Proposal
ITB 11.4.1 (Additional Para)	<p>The Bidder shall submit / upload (through digital signature of authorized person in e-tender portal of Employer) the Technical and financial package of its Bid comprising the following documents, duly completed, which in the event of acceptance of the Bid, shall form part of the Contract:-</p> <p>1. Technical Package will be submitted in following two envelopes:</p> <p>(a) Envelope A</p> <ol style="list-style-type: none"> i. Scanned copy of Bank Guarantee of Bid Security ii. Scanned copy of print out the system generated receipt towards payment of Cost of the Bid document. iii. Letter of Technical Bid. <p>(b) Other documents Envelope</p> <ol style="list-style-type: none"> i. Physical Sign & seal of bidder is not required on each page of the bid documents as the document is available online.

	<ul style="list-style-type: none"> ii. Copy of Power of Attorney for signatory signing the bid for the sole bidder or for Lead member in case of JV/Consortium. iii. Scanned copy of Power of Attorney (POA) of each member of JV/ Consortium signing the JV agreement. iv. All relevant formats given in Section IV: Bidding forms except price schedules, v. Certificate of registration and other statutory documents of formation of bidder's company or JV/ Consortium or each members of JV/ Consortium (If not incorporated yet) issued by appropriate authority. vi. Copy of all financial documents required for evaluation of qualifying criteria as directed in Section-III. vii. Relevant work experience certificate (in line of Section III: Evaluation and Qualification Criteria) and other qualifications certificates as given in Evaluation of Qualification under Section-III viii. All Format of Section-IV and other enclosure, certificates stated above or desired elsewhere in the bid documents, Schedules as per Volume-II of the Bid documents shall be physically filled, signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and scanned copies of such enclosures/documents should be uploaded on e-tender portal of Employer along with bid documents. <p>2. Financial Package will be submitted in following envelope:</p> <p>(a) Envelope C</p> <ul style="list-style-type: none"> i. Letter of Price Bid duly filled and signed shall be uploaded in .pdf format. No hard copy submission required. ii. Price Schedules provided by the Employer in e-procurement portal are to be downloaded by the bidder and the same are required to be filled-in and uploaded. <p>The Envelope A, Other documents Envelope and Envelope C shall be uploaded on E-Tender Portal of Employer.</p> <p>Further the Hard copies of all documents uploaded in Envelope A and Other documents Envelope must be submitted in Employer's office in two copies (Original and one Copy) in a sealed envelope super scribing "Techno-commercial bid for bid Identification no. _____".</p> <p>It may please be noted that No hard copy of the documents uploaded in Envelope-C shall be submitted.</p>
ITB 13.1	Alternative Bids are not permitted.
ITB 16.1 (b)	The period following completion of Plant and Installation Services during which spare parts, special tools etc. shall be available, is five (5) years
ITB 18.4	Design and Engineering shall be provided by the employer and Schedule no 3 'Design Services' will not be applicable.

ITB 18.4	Schedule No. 5 – Provisional sums – INR 60,00,000/-
ITB 18.4	Recommended Spare Parts shall not be in the scope of bid and Schedule no. 7 will not be applicable.
ITB 18.5(a)	<p>Named place of destinations: Project sites as given in ITB 1.1</p> <p>The Incoterm for quoting plant to be supplied from abroad is: CIP-Project site basis including unloading at Site, as specified in Section-VI. (Prices details as per Schedule-1 Section IV should be used).</p> <p>It may please be noted that for any item quoted in foreign currency, after award of contract, in case the Contractor after Employer's approval procures material from within the Employer's Country, then payment of such item will be released on the basis of exchange rate (T.T. Selling rate) declared by State Bank of India prevailing on <u>first working day of the calendar month, one month prior to the date of Technical bid opening.</u></p>
ITB 18.5(b)	<p>Incoterm shall be as specified in the ITB 1.1 of BDS on an EXW Incoterm basis and Cost of inland freight including unloading at project site and inland insurance in India for supply of Plant.</p> <p>(Prices of goods to be quoted on Ex-Works Incoterm basis for delivery at Project Sites as specified in Section-VI.</p> <p>It is categorically confirmed that Goods and Services Tax (GST) applicable on supply of plant within the Employer's country and on Installation Services as applicable in Employer's country will be paid to the contractor by the Employer through its own funds.</p>
ITB 18.5 (c)	Complete design details and technical specification for all other associated materials and works shall be provided by Employer.
ITB 18.5(d)	<p>Not applicable because destination is Project sites as specified in the ITB 1.1.</p> <p>Charges for Installation Services should be quoted separately in Schedule-4 (as per format in Section-IV) and should include:</p> <ul style="list-style-type: none"> i) Installation, erection, testing & commissioning ii) Any other charges or services as specified in the bidding document. <p>It is desired that transportation of plant in India should be arranged only by road transport and accordingly offered inland freight and insurance charges should also take into account the facilities and cost required for unloading of consignment at project site. It is also desired that immediately after movement of consignment intimation by fax message should be given to the Employer indicating date of movement, expected period of transportation, size of packages/consignment and transport weight so that after unloading and stacking, the employer could organize inspection.</p>
ITB 18.5 (e)	Recommended Spare parts are not required.

ITB 18.7	<p>The prices quoted by the Bidder shall be: Adjustable in respect of only Towers. The formula for adjusting the prices and special details are specified in the Appendix 2 of Section -IX. The prices of rest of the Plants shall be FIXED.</p> <p>The prices for Inland Freight & Insurance Charges for supply of Plants and Installation Services shall be FIXED.</p>
ITB 19.1	<p>Prices shall be quoted in the following currencies:</p> <p>The currency of the Bid shall be US Dollar (US \$) or Japanese Yen (¥) or INR (₹). If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use no more than three currencies.</p> <p>(a) Plant to be supplied from abroad shall be quoted entirely in US Dollar (US \$) or Japanese Yen (¥) or currency of Employer's country i.e. INR (₹).</p> <p>(b) Plant manufactured and to be supplied from within the Employer's country shall be quoted in the currency of the Employer's country i.e. INR (₹).</p> <p>(c) Installation Services shall be quoted in either foreign (US Dollar or Japanese Yen) and/ or local INR (₹) currency, depending upon the currency in which the costs are to be incurred.</p>
ITB 20.1	The Bid validity period shall be: 150 days from the date of opening of bid.
ITB 20.3 (a)	The Bid Price shall be adjusted by the following factor: Not Applicable.
ITB 20.3 (b)	The fixed portion of the Bid Price shall be adjusted by the following factor: Not Applicable.
ITB 21.1	<p>The Bid Security amount required to be furnished for the entire scope of work covered under Bid Identification No. JICA-II/MPPTCL/TR-208 either in Japanese Yen (¥) or INR (₹) as indicated hereunder:</p> <p style="text-align: center;">Amount of Bid Security in JPY (¥) = 3,51,55,000</p> <p style="text-align: center;">Amount of Bid Security in INR (₹) = 1,91,06,000</p> <p>The following conditions may be noted:-</p> <p>i. Bid Security shall also be acceptable in any freely convertible currency for the amounts equivalent to Japanese Yen as mentioned above at the exchange rate (T.T. Selling rate) declared by State Bank of India prevailing on <u>first working day of the calendar month, one month prior to the date of Technical bid opening.</u></p> <p>ii. If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:</p>

	<p>(a) an unconditional and irrevocable guarantee issued by a Scheduled Bank;</p> <p>(b) an irrevocable letter of credit;</p> <p>(c) a cashier's or certified cheque;</p> <p>Scanned copy of Bank Guarantee/cashier's or certified cheque of Bid Security is to be uploaded in Envelope A in e-procurement portal and original is required to be submitted in Employer's office. Swift message issued and authenticated by Bank in lieu of Bank Guarantee is not acceptable. The Bid Security in the form of BG shall be executed on Non-judicial stamp paper of appropriate value as per enclosed format and shall be signed by two signatories of issuing Bank with complete details of signatories name, his capacity, code no. & name of Bank. The Bid Security shall be underwritten from any Scheduled Bank of Employer's country i.e. India.</p> <p>Bankers detail of Employer for issuance of BG for Bid Security are as under: Bank Name: UNION BANK OF INDIA. Branch : UNION BANK OF INDIA, MADAN MAHAL, JABALPUR Bank Account Name: M. P. Power Transmission Company Ltd. Bank Account No.: 552901110050000 IFSC Code: UBIN0555291</p>
ITB 21.2 (a)	<p>Modified to read as under;</p> <p>an unconditional guarantee issued by a Scheduled Bank in India</p>
ITB 21.2 (d)	<p>Other types of acceptable securities: Bid Bond(For Foreign bidders)</p>
ITB 22.1	<p>In addition to the original of the Bid, the number of copies is: One.</p>
ITB 22.2	<p>The written confirmation of authorization to sign on behalf of the Bidder (Lead Partner of JVA) shall consist of:</p> <p>(a) Notarized Power of Attorney. If the Bidder (Lead Partner of JVA) is from a country where this practice is not used then a similar legal instrument of authorization as applicable under the home country laws of Bidder must be provided.</p> <p>(b) Bids submitted by an existing or intended JVA shall include an undertaking signed by all parties as per format in Section-IV;</p> <p>(i) stating that all parties shall be jointly and severally liable, and</p> <p>(ii) Nominating a Representative (Lead Partner), who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVA during the bidding process and, in the event the JVA is awarded the contract, during the contract execution.</p>

D. Submission and Opening of Bids	
ITB 23	<p>This clause stands replaced by the following clause;</p> <p>Bidders are requested to submit their offer as per conditions of this bid document. Any deviation from conditions as specified herein; the offer will not be accepted.</p>
ITB 23.1	<p>Bidders are required to furnish the bid electronically on e-procurement website at http://www.mpeproc.gov.in by following procedure given below:-</p>
ITB 23.1(a)	<p>Registration with e-procurement site: - For participation in e-bidding module of Employer, it is mandatory for prospective bidders to get registration on website http://www.mpeproc.gov.in for submission of their offer online. Therefore, it is advised to all prospective bidders to get registration by online payment of registration fees at the earliest. Offline offer shall not be entertained by the Employer for the bids published on e-procurement platform. For registration and online bid submission, Bidders may contact HELP DESK of M/s Tata Consultancy Services Limited, 5th floor, Corporate Block, DB Mall, Arera Hills, Bhopal-462 011, Toll Free No. 1800-2588-684, E-mail Address: roc_helpdesk@mpsdc.gov.in. The details are available on the e-procurement website http://www.mpeproc.gov.in for registration.</p>
ITB 23.1(b)	<p>Payment of Transaction Fee: - It is mandatory for all the participant Bidders to electronically pay a Non-refundable Transaction fee to M/s Tata Consultancy Services Limited, the service provider through “Payment Gateway Service on E-Procurement platform”.</p>
ITB 23.1(c)	<p>Bid Document: - The Bid documents can be purchased ONLY online. The Bid shall be available for purchase to concerned eligible bidders immediately after online release of the Bid and upto scheduled date and time as set in the key dates. The bid document can be down loaded without making any payment, however the same cannot be used for bid submission. The Bidders are requested to download the bid document and read all the terms and conditions mentioned in the bid Document and seek clarification if any from the Bid Inviting Authority. Arrangements have been made for the bidders to make payments online. In case of online bidding, the application form for the purchase of bid documents shall not be required.</p> <p>The bidders can purchase the bid documents online from website http://www.mpeproc.gov.in by making online payment for the bid document fees of INR 56,000/- using the service of the secure electronic payments gateway (see ITB 23.1(d) below for further details), and should print out the system generated receipt for their reference which can be produced whenever required. Service and gateways charges shall be borne by the bidders.</p> <p style="text-align: center;">Only in case if the bid is dropped without opening, the bid fee shall be refunded after deduction of necessary portal charges. Manual purchase of bid is not allowed.</p>

<p>ITB 23.1(d)</p>	<p>Electronic Payment Account: As the bid documents shall be available for purchase only online, bidders are required to pay the Bid Document fees online using the Online Payments Gateway Service integrated into the e-Procurement System.</p> <p>For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link, List of e-Payments accepted Online' on http://www.mpeproc.gov.in.</p>
<p>ITB 23.1(e)</p>	<p>Digital Certificate authentication:-</p> <p>The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.</p> <p>A Class-III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.</p> <p>Note: - It may take upto 7 to 10 working days for issuance of Class III Digital Certificate, hence the bidders are advised to obtain them at the earliest.</p> <p>Important Note: Offer for a particular bid can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data.</p> <p>In case, during the process of a particular bid, the bidder loses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online. Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security to be used whenever required.</p> <p>The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.</p> <p>In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.</p> <p>In case of Private Limited Company, Public Limited Company, the Managing Director / any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.</p> <p>Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.</p>

ITB 23.1(f)	<p>Set up of Bidder's Computer System : In order for a bidder to operate on the e-Procurement System, the Computer System of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. A help file on setting up of the Computer System can be obtained from e-Procurement Cell of M/s Tata Consultancy Service Limited, Bhopal.</p>
ITB 23.1(g)	<p>Publishing of NIT : For the Bids processed using the e-Procurement System, only a brief Advertisement related to the Bid shall be published in the newspapers, our company's website www.mptransco.in and the Detailed Notice shall be published on the e-Procurement System. The bidders can view the Detailed Notice and the time schedule for all the bids processed using the e-Procurement System on the website http://www.mpeproc.gov.in.</p>
ITB 23.1(h)	<p>Bid submission : Bidder should duly upload the documents and fill the bid. The online bid should be submitted before Bid Submission End date.</p>
ITB 23.2	<p>Opening of Tenders: During the online Techno Commercial offer opening, the Bid Security/ bid cost part of all the Bidders will be opened first and after the verification of the uploaded as well as physical copy of Bid Security/ bid cost, the offers will be short listed for Techno-Commercial opening. Subject to fulfillment of conditions related to bid cost / Bid Security, the techno-commercial offers shall be opened and after evaluation of the same, the decision will be taken for selection of offers for the purpose of opening of price bid.</p>
ITB 23.3	<p>Change in date & time of opening of tenders: Bid shall be opened on the due date and time as notified in the presence of the Bidders or their authorized representative who may be present. If the due date of opening / submission of bid documents is declared a holiday by the Central/State Govt. or Local administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given.</p> <p>In the event of any issue, the tender/bid data in question shall be liable for a due process of verification by the authorized officer of e-procurement system of Employer.</p> <p>It may please be noted that the due date/time of opening can be altered, extended, if desired by the Employer without assigning any reason thereof. However, due intimation shall be given / published.</p>
ITB 23.4	<p>Hard Copies:-</p> <ol style="list-style-type: none"> i. All the bidders shall invariably upload the scanned copies bid security and system generated money receipt for online payment for bid cost in e-procurement system and this will be the primary requirement to consider the tender/bid responsive. ii. The evaluation of qualifying requirement and Techno-commercial offer

	<p>shall be carried out based on the uploaded certificates/ documents, BG towards bid security, system generated receipt for bid Cost in the e-procurement system.</p> <p>iii. The bidders shall invariably furnish the original bid security (BG / cashier's or certified cheque), system generated receipt for bid cost, hard copies of Certificates/ Documents uploaded including Schedules (except Price Schedules) to the Bid Inviting Authority within the date and time specified in the bid, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the bidder. The Employer will not take any responsibility for any delay in receipt/ non-receipt of bid security (BG / cashier's or certified cheque)/bid cost, Certificates/ Documents from the bidders before the stipulated time. On receipt of documents, the Employer shall ensure the genuineness of the BG towards bid security/bid cost and all other Certificates/ Documents uploaded by the bidder in e-procurement system in support of the qualification criteria before opening of Price offer.</p> <p>v. If any bidder fails to submit the original hard copies of uploaded certificate / documents, bid security (BG / cashier's or certified cheque) /bid cost within stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, his offer shall not be considered for opening.</p> <p>v. The bidder has to keep track of any changes by viewing the addendum/corrigendum issued by the Employer on time-to-time basis on e-Procurement platform. The Employer bid shall not be responsible for any claims/problems arising out of this.</p>
ITB 24.1	Bidders shall be required to submit their Bids through e-procurement portal of Employer and Hard copy is required to be submitted to Employer.
ITB 24.1	<p>The bidding process is: 'Single-Stage: Two –Envelopes'</p> <p>The name of the ICB is: Construction of transmission lines on turnkey basis- (Package No.- 7-2).</p> <p>Bid Identification number shall be mentioned by the bidder prominently on the top of envelope of Hard copy of the bid in the following manner:</p> <p>a. Bidding process for the bid is: "Single-Stage: Two -Envelopes".</p> <p>b. Bid Identification No.: "JICA-II/MPPTCL/ TR-208"</p>
ITB 24.1	<p>For <u>Bid submission purposes</u> only, the Employer's address is:</p> <p>Attention: Chief Engineer (Procurement)</p> <p>Street Address: M.P. Power Transmission Company Limited.</p> <p>Floor/Room number: Block No.3, Shakti Bhawan</p> <p>City: Jabalpur.</p> <p>ZIP Code: 482 008</p> <p>Country: India</p>

	<p>The deadline for bid submission (i.e. date & time) is clearly indicated in the Information for bid (IFB) for information and strict compliance.</p> <p>Bidders shall submit their bids electronically. The electronic bidding submission procedures shall be as per ITB 23. The Bidder shall, on or before the date and time given in the Invitation for Bid, upload his Bid on e-tendering portal http://www.mpeproc.gov.in and submit hard copy to the Employer.</p> <p>The Bidders shall furnish the information strictly as per the formats given in the Bid documents without any ambiguity. The Employer shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.</p> <p>In case of support or help required during online submission or difficulty encountered during online submission, the Bidders may contact the following officials:</p> <ol style="list-style-type: none"> 1. Sanjeev Shrivastava E.E (TK-I) Mob. No. 9425806875 2. Prabhakar Joshi E.E (TK-III) Mob. No. 9425806825
<p>ITB 27.1</p>	<p>The Technical Bid opening shall take place at: Attention: Chief Engineer (Procurement)</p> <p>Street Address: M.P. Power Transmission Company Limited.</p> <p>Floor/Room number: Block No.3, Shakti Bhawan, Rampur City: Jabalpur-482008 (India) Country: India</p> <p>The deadline for bid submission (i.e. date & time) is clearly indicated in the Information for bid (IFB) for information and strict compliance.</p> <p>Add following paragraph below the existing paragraph of ITB 27.1:</p> <p>First part of the Bid comprising Envelope A and Other documents Envelope will be opened on the due date. The Bid Security and cost of Bid Document will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected.</p>
<p>ITB 36.1</p>	<p>Following sub clause may be added;</p> <p>(d) For supply of Plants and Installation Services the unit price are to be quoted by the bidders and the total price is to be obtained by multiplying the unit price and the quantity as per bid. If there is error in multiplication, then unit price shall prevail and the total price will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.</p>
<p>ITB 38.4</p>	<p>Following para is added:</p> <p>We have invited four tenders against Bid Identification No. JICA-</p>

	<p>II/MPPTCL/TR-207 to JICA-II/MPPTCL/TR-210 (Package 7-1 to Package 7-4) which cover construction of 220kV and 132kV transmission lines on total turnkey basis in various Circles of MPPTCL. The each Bid shall be evaluated as complete package only. The bidder is free to bid for one or more packages. If bidder participates in more than one Package, he will have to meet the qualifying requirement on cumulative basis(Clause EQC 2.8.1, Section III) and subject to fulfilment of this requirement, Multi package discount will be considered (EQC 2.9.3.1, Section III)</p>
<p>E. Evaluation, and Comparison of Bids</p>	
<p>ITB 37.1</p>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: ₹ (Indian Rupees).</p> <p>The source of exchange rate shall be: T.T. selling rate declared by State Bank of India.</p> <p>The date for the exchange rate shall be: Date of bid opening.</p>
<p>The details will be hosted in website http://mptransco.in</p>	

Section III. Evaluation and Qualification Criteria

Notes on Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 32, ITB 35 and ITB 38, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Section III. Evaluation and Qualification Criteria

Table of Criteria

(A) Evaluation Criteria

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1 Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (b) the following factors shall apply:

1.1.1 Equipment:- Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Employer's Requirements).

1.1.2 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

S. No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Construction Manager	15	5
2	Construction Engineer	10	5
3	Procurement Engineer	10	5
4	Quality Control and Inspection Engineer	10	5
5	Accident Prevention Officer	10	5

In case of JVA, all partners combined will have to meet the above requirement. The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section - IV (Bidding Forms).

1.2 Economic Evaluation

In addition to the criteria listed in ITB 38.2 to 38.5 the following factors shall apply:

Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by bidders shall remain unaltered.

- a) The comparison shall be on the total price in Price Schedule No. 6 “Grand Summary” (After Discount if any offered by the Bidder) excluding applicable taxes and duties. The Employer’s evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedule, the cost of all quantifiable deviations and omissions as specified in clause 1.2.1 below.
- b) In respect of Goods and Services Tax (GST) indicated by the Bidder in the Bid, which is reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and

arithmetical correction shall be carried out by the Employer. The rate and amount so ascertained by the Employer shall prevail.

- c) The cost of Inland freight and other expenditure incidental to the transportation and delivery of goods to the place of their use or installation for the purposes of project shall be included, if it is specified in the bidding documents.

1.2.1 Quantifiable nonmaterial nonconformities

Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

- (a) The cost of minor omissions or missing items in the scope of supply, services etc. will be added to the Bid Price to allow for Bid comparison on an equal basis. Pursuant to Sub-Clause 34.3 and 38.2(d) of the Instructions to Bidders, the cost of all quantifiable non-conformities or omissions from the contractual and commercial conditions as per practice in vogue will be evaluated. The Employer will make the price adjustment based on the **maximum** price quoted for the same item by the other Bidder, or on reasonably estimated cost basis in case price for such non-conformity is not available from any other participating bidder. For the purpose of award of the Contract Employer will use the lowest of the prices received for such items from other bidders.
- (b) Costs for inland transportation, insurance and other incidental costs for delivery of the plants from the EXW premises or CIP to Project site, charges for Installation Services shall be quoted in Bidding forms provided in Section-IV, as defined in **ITB 17.5**. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Employer on the basis of highest quote of similarly situated bidders or published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to the corresponding price. For the purpose of award of the Contract Employer will use the lowest of the prices received for such items from other bidders.
- (c) Bid document also covers supply of **mandatory spare parts**, cost of these items is deemed to be included in bid price.

1.2.2 The bidders must participate for the complete scope of Bid. The bid received for a part of total scope of work covered under Bid Identification No. JICA-II/MPPTCL/TR-208 shall be treated as non-responsive.

1.2.3 Other Factors

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

(a) Time Schedule:

Time to complete the supplies and perform Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion is specified in Section-IX (**Appendix 4 of Contract Agreement**). No credit will be given for earlier completion. Bids offering late contract performance schedule will not be accepted and shall be rejected.

(b) Adjustment for deviation from terms of payment:

Deviation from terms of payment as specified in Appendix-1 of contract Agreement shall not be permitted. All bids deviating from specified terms of payment may be treated as non-responsive.

(c) Technical Alternatives:

Alternative technical solutions are not permitted.

1.2.4 Award Criteria for Multiple Contracts (ITB 38.4)

Bidders have the option to bid for any one or more packages (Packagw-7-2 to Package-7-4). Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages. The Contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for package or combination of packages as the case may be.”

2. Qualification

(i) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should 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 day of the respective calendar year.

(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** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

The Bidder shall meet following qualification criteria.

Factor/Sub-Factor	Compliance Requirement					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All Parties Combined	Each Member	One Member	
2.1 Eligibility						
2.1.1 Nationality	Nationality in accordance with ITB 4.3.	must meet requirement	not applicable	must meet requirement	not applicable	Form ELI – 1.1 and 1.2 with attachments
2.1.2 Conflict of Interest	No conflicts of interests as described in ITB 4.2.	must meet requirement	not applicable	must meet requirement	not applicable	Letter of Bid
2.1.3 JICA Ineligibility	Not having been declared ineligible by JICA as described in ITB 4.4.	must meet requirement	not applicable	must meet requirement	not applicable	Letter of Bid Form ACK

Factor/Sub-Factor	Compliance Requirement					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			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 2016	must meet requirement	not applicable	must meet requirement	not applicable	Form CON
2.2.2 Pending Litigation	Pending litigation shall in total not represent more than Hundred percent (100 %) of the Bidder's net worth and shall be treated as resolved against the Bidder.	must meet requirement	not applicable	must meet requirement	not applicable	Form CON
2.2.3 Litigation History	No consistent history of court/arbitral award decisions ³ against the Bidder since 1st January 2013	must meet requirement	not applicable	must meet requirement	not applicable	Form CON

(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 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 over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Bid.

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Entity	Bidder			
			Joint Venture (existing or intended)			
			All Parties Combined	Each Member	One Member	
2.3.1 Financial Performance	<p>Submission of audited “standalone” balance sheets and income statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Employer, for the last five financial years (if Bid is due for submission after September) or five financial years before last financial year (if the bid is due for submission before October)</p> <p>The Networth of the Bidder as per last year balance sheet should be positive, i.e. total assets less outside Liabilities shall be positive.</p>	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN -1 with attachments
2.3.2 Average Annual Turnover	Minimum average annual turnover of INR 956 Million (JPY 1760 Million) during the last three (3) years.	must meet requirement	must meet the requirement	must meet 25% of the requirement	must meet 50% of the requirement	Form FIN – 2
2.3.3 Financial Recourses	<p>The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, other than any contractual advance payments to meet the following requirement</p> <p>(i) Liquid assets* for this contract: INR 239 Million or JPY 440 Million.</p> <p style="text-align: center;">and</p> <p>(ii) Total Monthly Financial Requirement for Current</p>	must meet requirement	must meet the requirement	must meet 25% of the requirement (i)	Partner meeting requirement 2.3.2 must meet 50% of the requirement (i) and 100% of requirement (ii).	Form FIN-1, FIR-1 and FIR-2

Factor	2.3 Financial Situation				
Sub-Factor	Criteria				Document ation Required
	Requirement	Bidder			
		Single Entity	Joint Venture (existing or intended)		
	All Parties Combined		Each Member	One Member	
	Contract Commitments(FIR-2) *Liquid Assets(L.A.)= Current Assets (-)Stock/Inventory (-) Prepaid Expenses (-)Contractual Advance payment liability (+)Fund based unutilized bank line of credit as per Format in Section IV (Bank certificate) issued in past 15 days from the date of opening of bid).				

Note: In case of JV, the Total Monthly Financial Requirement for Current Contract Commitments shall be evaluated in respect of Lead partner only.

It may please be noted that the Bidder and its Parties shall provide copies of the financial statements for last 03 financial years mentioned above. The financial statements shall be standalone statement and shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, of each member separately, 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.
- (e) In case of foreign bidders, the form FIN-1 should be submitted in their currency alongwith audited financial statements. In addition to above, the form FIN-1 alongwith audited financial statements duly converted in Indian rupees and certified by Statutory Auditor / Chartered Accountant should also be submitted.

Factor	2.4 Experience					
Sub-Factor	Criteria					Document ation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All Parties Combined	Each Member	One Member	
2.4.1 General Experience	<p>Bidder's General Experience under this head shall be considered strictly in the capacity of "Main Contractor" and not as a "Sub contractor"</p> <p>Bidder should have minimum experience of 5 years in construction of turnkey Power project works (Transmission lines or sub-stations) of 110kV and above voltage class or 5 years in manufacturing and supply of EHV Transmission line Towers/structures of 110kV or higher voltage class.</p>	must meet requirement	Not applicable	must meet requirement	Not applicable	Form EXP -1
2.4.2 Specific Experience	<p>(a) Contracts of Similar Size and Nature</p> <p>Bidder should have completed and commissioned at least one turnkey contract of EHV works of value not less than INR 765 Million or JPY 1408 Million during the past ten years period counted upto the date of Bid opening.</p>	must meet requirement	must meet requirement	Not applicable	Not applicable	Form EXP-2(a)
2.4.2 Specific Experience	<p>(b) Experience in Key Activities</p> <p>Bidder should have following minimum experience in past ten years counted upto the date of tender opening:-</p> <p>Complete construction (atleast Tower supply and complete Erection) of 500 Kms of 110kV or higher voltage class Transmission lines (out of which one line of minimum 50 Km length should be commissioned in past 3 years) on turnkey</p>	must meet requirement	must meet requirement	must have constructed 50 Kms of 110kV or higher voltage class Transmission line (maximum two lines in	not applicable	Form EXP- 2(b)

Factor	2.4 Experience					
Sub-Factor	Criteria					Document ation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All Parties Combined	Each Member	One Member	
	basis.			50kms) on turnkey basis		
	One transmission line of minimum 50km route length constructed by the bidder on turnkey basis, must be in successful operation for atleast one year period as on the date of Bid opening. Bidders will have to submit Performance report issued from the Power Utilities or User Agencies which should not be more than three years old from the date of Bid opening.	must meet requirement	must meet requirement	not applicable	not applicable	
	The Experience certificate for transmission lines and Performance report for successful operation must be issued in the name of participating bidder. In case of JV, experience certificate & performance report must be issued in name of Lead Partner/ member partner(s) of the JV as the case may be. The certificate for experience & performance report must be issued by the Power Utilities or User Agencies.					

Note:-

- (i) The value of work executed in a particular year shall be revised considering a Price updating factor @ 10% per year and brought to the current financial year for the purpose of evaluation. For example if bidder has completed a 110kV Transmission line on turnkey basis of value 50 Crore in the year 2010-11, the value of the work will be updated as under:

a) Value in 2010-11 = 50 Crore

- b) Value in 2011-12= $50 \times 1.1 = 55$ Crore
 - c) Value in 2012-13= $55 \times 1.1 = 60.50$ Crore
 - d) Value in 2013-14= $60.50 \times 1.1 = 66.55$ Crore
 - e) Value in 2014-15= $66.55 \times 1.1 = 73.205$ Crore
 - f) Value in 2015-16= $73.205 \times 1.1 = 80.5255$ Crore
- (ii) While evaluating the experience 10kMs 400kV line will be considered to be equal to 20kMs of 220kV transmission line and 10kMs 220kV line will be considered to be equal to 20kMs of 110kV transmission line.
- (iii) In case if the bidder had executed turnkey contract in JV with some other partner, then the bidders experience shall be counted only if the bidder shared the responsibility of installation/erection part of the turnkey EHV work in that contract. A copy of the document substantiating role of the bidder must be attached with experience certificate.

2.5 Qualification Criteria for Multiple Contracts.

2.5.1 We have invited four tenders against Bid Identification No. JICA/MPPTCL/TR-207 to JICA/MPPTCL/TR-210 (Package 7-1 to Package 7-4) which cover construction of 220kV and 132kV transmission lines on total turnkey basis in various Circles of MPPTCL. In case bidder quotes for more than one Bid, his bid will be treated as responsive / qualified for such Bid, if following conditions are met.

- (i) Bidder's Minimum Average Annual Turnover is more than the sum of Minimum Average Annual Turnover during best 3 (Three) financial years prescribed for the Bids for which offers are submitted.
- (ii) Bidder must demonstrate access to, or availability of, Financial Resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet
 - a. The financial resources not less than the sum of amount prescribed for each Bid for which offers are submitted and
 - b. Total Financial Requirement for Current Contract Commitments.
- (iii) The minimum length of 110kV or higher voltage class transmission lines completed by the Bidder must be equal to or more than the sum of the minimum length of Transmission lines prescribed in Technical Experience clause of the bids for which offers are submitted.

2.5.2 In case a bidder participates for three bids for example say **TR-A, TR-B and TR-C** and due to any negligence on the part of the bidder, he does not qualify for all the bids, then question will arise in regard to selection of one or two out of the three bids for which the bidder may qualify. For this purpose, neither MPPTCL desires to assume any responsibility nor will MPPTCL make selection of the bids for which the bidder is to be treated as qualified. For this purpose, it will be the responsibility of the bidder to indicate preferences for the bids so that in the order of preference indicated by the bidder, his bids could be examined for meeting qualification requirement. For instance, if the following preference is given by the bidder :-

Preference I - TR-B

Preference II - TR-C

Preference II - TR-A

Then in case the bidder does not meet combined Qualifying Requirement for all the two bids, his bid will be first examined for meeting qualification requirement for TR-B and if he qualifies, then his price bid for TR-B will be considered for opening. In the second step, his bid will be examined for qualification requirement in respect of TR-C and if he meets the qualification requirement for TR-B & TR-C (i.e. the bid of his choice as first preference and second preference) put together then his price bid against TR-C shall also be considered for opening. In case, he fails to qualify for TR-B & TR-C put together then in the next step his preference No. III i.e. TR-A shall be considered. In such a case if he meets qualifying requirement for TR-B & TR-A (i.e. the bid of his choice as first preference and third preference) put together then price bid against TR-A shall also be considered for opening, otherwise price bid against TR-B shall only be considered for opening (i.e. the bid of his choice as first preference). Thus, in the nutshell, out of three bids, based on preference which will be indicated by the bidder, for which bidder only will be responsible, his bids against TR-B, TR-C and TR-A will be considered for opening and price bids as qualified above only will be opened.

- 2.5.3 In case in spite of clear directives given above, a bidder does not indicate preference for consideration of his bids then, the sequence shall be decided in the serial order of bid number (i.e from TR-A to TR-C) and accordingly in the above example, MPPTCL shall consider the bids in the order of sequence of bid number i.e (i) TR-A, (ii) TR-B and (iii) TR-C.
- 2.5.4 In order to avoid any confusion in regard to opening of price bids the preferences for bids will be indicated in the “**Letter of Technical Bid**”. For example, in case if a bidder participates in three bids and wish to offer his preference-I as TR-B, Preference-II as TR-C and Preference-III as TR-A –

For TR-B - The bidder certifies that he has participated against three bids namely TR-A, TR-B and TR-C and for the purpose of preference, first preference may be treated for bid no. TR-B.

For TR-C - The bidder certifies that he has participated against three bids namely TR-A, TR-B and TR-C and for the purpose of preference, first preference may be treated for bid no. TR-C

For TR-A - The bidder certifies that he has participated against three bids namely TR-A, TR-B and TR-C and for the purpose of preference, first preference may be treated for bid no. TR-A

In case the above instructions are not followed and due to inadvertence any other bid gets opened, MPPTCL will not assume any responsibility.

2.6 Adjustment for discount offered by bidders:

- 2.6.1 Only unconditional discounts will be taken into account for the purpose of price evaluation. Such of the discounts which are offered conditionally such as discounts for early payments, technical deviation, commercial deviation etc. will be ignored forthwith.
- 2.6.2 If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price

component], in the event of award. If lump-sum discount is offered, the same shall be considered on each price component by proportionately reducing unit price of individual items), in case of award.

2.6.3 Multi package Discount

The Multi package Discount will be considered if the bidder participates in more than one bid as per clause 5 above. The Multi Package Discount shall be indicated in the “**Letter of Price Bid**”. The Multi package Discount will be considered in following group of packages:

- (a) Bid packages covered under four bid invitations – No. TR-207 to TR-210 for construction of transmission lines on total turnkey basis.
- (b) Bid packages covered under two bid invitations – No. TR-206 to TR-212 for construction of substations on total turnkey basis.

2.6.3.1 In respect of these bid packages, in case any bidder offers cross discounts covering more than one bid, then, the employer will evaluate and compare all such bids against which the bidder has offered discounts on the basis of combination of bids so as to arrive at the least cost combination for the employer. Selection of bid for such of the bid packages shall be made in respect of bids in which the bidder meets cumulative requirement of qualification criteria as stipulated in clause 2.6.1 above.

2.6.3.2 For example if a bidder (say Bidder A) participates in three bids and offers a discount of say 1% with the condition that this discount will be applicable in case if contracts for all the three bids in which the bidder has participated are awarded to him then in such case the evaluation of the bids will be done in two steps. In step-I the unconditional discounts offered by various bidders will be taken into consideration and evaluation of bids will be done and L1 bidder will be worked out in each bid. Say the comparative position of three bidders (Bidder-A, Bidder-B and Bidder- C) after Step-I evaluation is found to be as under:-

Sr. No.	Bid-1 (Rs. Lakh)	Bid-2 (Rs. Lakh)	Bid-3 (Rs. Lakh)
Bidder A	4000 (L1)	5050 (L2)	3040 (L3)
Bidder B	4020 (L2)	4990 (L1)	3020 (L2)
Bidder C	4050 (L3)	5100 (L3)	3000 (L1)
	Combined cost of L1 bidders		11990

In step-II evaluation, the conditional discount of 1% offered by the Bidder A will be considered, the comparative position of three bidders (Bidder A, Bidder B and Bidder C) after Step-II evaluation will be as under:-

Sr. No.	Bid-1	Bid-2	Bid-3
Bidder A	3960 (L1)	4999.5 (L2)	3009.6 (L2)
Bidder B	4020 (L2)	4990 (L1)	3020 (L3)
Bidder C	4050 (L3)	5100 (L3)	3000 (L1)
	Combined cost of Bidder-A		11969.1

The combined cost of **L1 bidders** after Step-I evaluation will be compared with the combined cost of **Bidder-A** after Step-II evaluation and if the combined cost of Bidder A after Step-II evaluation (11969.1) is lower than the combined cost of L1 bidders after Step-I evaluation (11990 lac), which is evident in the above example, then all the three bids will be awarded to Bidder-A irrespective of his position in the individual Bids.

2.7 General Guidelines

- 2.7.1** While taking into account the erection work carried out by the bidder, only those erection works will be taken into consideration which has been performed by the bidder as Main erection contractor. For this purpose a clear certificate of performance from Power Utility/Transmission Company will have to be submitted essentially. Erection works executed as sub-contractor will not be taken into account for the purpose of meeting qualification requirement of any nature. Thus erection works as sub-contractor/manufacturer will not be taken into account.
- 2.7.2** It may be explicitly noted by the bidders that evaluation of various experience criteria shall be done on the basis of certificates submitted by the bidder for which responsibility to furnish necessary documentary proof rests on participating bidder. It may also be noted that it is not obligatory on the part of Employer to seek any clarification or ask for submission of any certificate towards experience incase required documents are not enclosed with the bids. Employer will not be responsible if the bid is considered non-responsive and rejected in the absence of such certificates.

Section IV. Bidding Forms

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Single-Stage Bidding

Letter of Technical Bid

Date: *[insert date of Bid submission]*
 Loan Agreement No.: *[insert number]*
 IFB No.: *[insert number]*
 Alternative No.: *[insert identification No. if this is a Bid for an alternative]*

To: *[insert full name of Employer]*,

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 Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB4;
- (d) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, pre commission and commission]*, in conformity with the Bidding Documents, the following Plant and Installation Services: *[insert a brief description of the Plant and Installation Services]*;
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* 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 Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB4.2 (c), other than alternative Bids submitted in accordance with ITB 13; and
- (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) ***(Applicable only if participating in more than one bid)*** We are participating in more than one bid viz. bid no. TR-....., TR-..... , TR-.....and TR-..... and our preferences for opening of bids is given hereunder:

Preference I - TR-.....
 Preference II - TR-.....
 Preference III - TR-.....
 Preference IV - TR-.....

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 *[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.

Single-Stage Bidding

Letter of Price Bid

Date: *[insert date of Bid submission]*
 Loan Agreement No.: *[insert number]*
 IFB No.: *[insert number]*
 Alternative No.: *[insert identification No. if this is a Bid for an alternative]*

To: *[insert full name of Employer]*,

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 (ITB8): *[insert the number and issuing date of each Addendum]*;
- (b) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, pre commission and commission]*, in conformity with the Bidding Documents, the following Plant and Installation Services: *[insert a brief description of the Plant and Installation Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
 In case of only one lot, total price of the Bid *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*

[In case of multiple lots, insert the total price of each lot]
[In case of multiple lots, insert the total price of all lots (sum of all lots)];
- (d) The discounts offered and the methodology for their application are:
 - i) The discounts offered for Tender No..... is..... (%): *[insert percentage in words and figures]*.....
 - ii) The **Multi Package Discount** (if applicable) is being offered @ (%) *[insert percentage in words and figures]* on the following condition:-

- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* 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) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) 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

- (h) 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 *[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.

Price Schedules

Notes on Prices Schedules

General

1. The Price Schedules are divided into separate Schedules as follows:
 - Schedule No. 1: Plant (including Mandatory Spare Parts) Supplied for Transmission line from Abroad
 - Schedule No. 2: Plant (including Mandatory Spare Parts) Supplied for Transmission line from Within the Employer's Country
 - Schedule No. 3: Design Services (Not Required)
 - Schedule No. 4: Installation and Other Services
 - Schedule No. 5: Provisional Sums
 - Schedule No. 6: Grand Summary
 - Schedule No. 7: Recommended Spare Parts (Spare parts for Operation and Maintenance)
2. The Schedules do not generally give a full description of the Plant to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. 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.

Pricing

4. As specified in the Bid Data Sheet and Particular Conditions of Contract, prices shall be fixed and firm for the duration of the Contract except for such items on which Price Escalation is payable.
5. The FORD price for Plant Supplied from within the Employer's country shall include ex-works price, applicable taxes & duties in the Employer's country, inland freight & insurance charges including unloading of plant at the contractor's site stores/project site.
6. Bid Prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Documents.

For each item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section VI (Employer's Requirements) or elsewhere in the

Bidding Documents.

7. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
8. When requested by the Employer for the purposes of making payments or partial payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.
9. It is categorically confirmed that GST applicable on supply of plants within the Employer's country and Installation Services as applicable in Employer's country will be paid by the Employer through its own funds.
10. The bidders must participate for the complete scope of Bid. The bid received for a part of total scope of work covered under Bid Identification No. JICA-II/MPPTCL/TR-208 shall be treated as non-responsive.

Schedules of Rates and Prices

Schedule No. 1. Plant and Mandatory Spare Parts for Transmission line Supplied from Abroad

S. No.	Description	Unit	Qty.	Code	CIP Price	Taxes if any		Total Unit CIP Price	Amount
						%	Amount		
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7a</i>	<i>7=6x7a</i>	<i>8=6+7</i>	<i>9=4x8</i>
TOTAL (to Schedule No. 6. Grand Summary)									

Name of Bidder

Signature of Bidder

Company seal

The Employer under Column 2 and 3 has brought out description of plant and quantity and uploaded the price Schedules in Envelope-C on the E-procurement portal of Govt. of MP.

¹Bidders shall enter a code representing the country of origin of all imported plant and equipment.

Specify currency in accordance with specifications in Bid Data Sheet under ITB19.1.

Country of Origin Declaration Form

Item	Description	Code	Currency	Country

Schedule No. 2. Plant and Mandatory Spare Parts Supplied for Transmission line from within the Employer's Country

S. No	Description of plant	Unit	Qty.	UNIT FORD PRICE Total Price (INR)						Total Price (INR)
				Unit Price (INR)	Freight Charges	Total Price without GST	GST		Unit FORD Price	
							%	Amount		
1	2	3	4	5	6	7=5+6	8a	8=7x8a	9=7+8	10=4x9
1										
2										
3										
	TOTAL (to Schedule No. 6. Grand Summary)									

Name of Bidder

Signature of Bidder

Company seal

NOTE:

1. The Employer under Column 2, 3 and 4 has brought out description of plant and quantity and uploaded the price Schedules in Envelope-C on the E-procurement portal of Govt. of MP.

Schedule No. 3. Design Services

Item	Description	Qty. (1)	Unit Price ¹		Total Price ¹	
			Foreign Currency Portion (2)	Local Currency Portion (3)	Foreign (1) x (2)	Local (1) x (3)
<p>Design services are not covered under the scope of this Bid Identification. Since complete design details for tower structure, foundation and technical specification for all other associated materials and works shall be provided by MPPTCL as per their standard practice</p>						
TOTAL (to Schedule No. 6. Grand Summary)						
			Name of Bidder _____ Signature of Bidder _____			

¹Specify currency in accordance with specifications in Bid Data Sheet under ITB 19.1 in Single-Stage Bid, or ITB 34.1 in Two-Stage Bid.

Schedule No. 4. Installation and Other Services

Item	Description	Qty.	Unit Price ¹		Total Price ¹	
			Foreign Currency Portion	Local Currency Portion	Foreign	Local
			(1)	(2)	(3)	(1) x (2)
(i)	Installation charges					
TOTAL (to Schedule No. 6 Grand Summary)						
(ii)	Goods and Service Tax @18%					
TOTAL (i) + (ii) to Schedule No. 6. Grand Summary						
			Name of Bidder _____ Signature of Bidder _____			

¹Specify currency in accordance with specifications in Bid Data Sheet under ITB 19.1 in Single-Stage Bid, or ITB 34.1 in Two-Stage Bid.

Notes:

Employer under Column 2 has brought out description of Installation activities exactly as described in Schedule-9, Volume-II, Part-II and uploaded the price Schedules in Envelope-C on the E-procurement portal of Govt. of MP. It is categorically confirmed that Goods and Service Tax on Installation Services as applicable in Employer's country will be paid by the Employer through its own funds.

Schedule No. 5. Provisional Sums

Item	Description	Amount	
		Local	Foreign
<p>Cost of Dispute Board</p>			
	Cost of Dispute Board ¹	6000000	
	TOTAL (to Schedule No. 6. Grand Summary)	6000000	
<p>Name of Bidder _____</p> <p>Signature of Bidder _____</p>			

¹ One-half of the Employer's cost estimates of the Dispute Board shall be included in the Provisional Sums. Contractor's overhead and profits shall not be included in this amount.

Schedule No. 6. Grand Summary

Item	Description	Total Price ¹	
		Foreign Currency	Local Currency
1	2	3	4
1	Total Schedule No. 1. Plant, and Mandatory Spare Parts Supplied for Transmission line from Abroad		
2	Total Schedule No. 2. Plant, and Mandatory Spare Parts Supplied for Transmission line from Within the Employer's Country		
3	Total Schedule No. 3. Design Services	Not Required	
4	Total Schedule No. 4. Installation for Transmission line and Other Services		
5	Total Schedule No. 5. Provisional Sums		6000000
TOTAL (to Bid Form)			
Name of Bidder _____ Signature of Bidder _____			

¹Specify currency in accordance with specifications in Bid Data Sheet under ITB 19.1 in Single-Stage Bidding,

Schedule No. 7. Recommended Spare Parts

Item	Description	Qty.	Unit Price		Total Price
			CIF or CIP (foreign parts)	EXW (local parts)	
			<i>(1)</i>	<i>(2)</i>	
<p style="font-size: 24px; margin: 0;">Not applicable</p>					
		<p style="margin: 0;">Name of Bidder _____</p> <p style="margin: 0;">Signature of Bidder _____</p>			

Price Adjustment

We confirm that the prices quoted shall be adjustable in respect of only Towers as per formula for adjusting the prices and special details specified in the Appendix 2 of Section -IX. The prices of rest of the Plants shall be FIXED.

Name of Bidder
Signature of Bidder
Company seal

Technical Proposal

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Plant
- Safety Plan
- Functional Guarantee
- Personnel
- Contractor's Equipment
- Proposed Subcontractors for Major Items of Plant and Installation Services
- Manufacturer's Authorization
- Completion Time Schedule
- [*Others*]

Site Organization

[Insert Technical Proposal for Site Organization.]

Name of Bidder

Signature of Bidder

Method Statement

[Insert Technical Proposal for Method Statement.]

Name of Bidder

Signature of Bidder

Mobilization Schedule

[Insert Technical Proposal for Mobilization Schedule.]

Name of Bidder

Signature of Bidder

Construction Schedule

[Insert Technical Proposal for Construction Schedule.]

Name of Bidder

Signature of Bidder

Plant

[Insert Technical Proposal for Plant.]

Name of Bidder

Signature of Bidder

Safety Plan

(The bidder is requested to submit here a safety plan as per the requirement stipulated in clause 1.13, section-VI “Employer’s Requirement”)

[Insert Technical Proposal for Safety Plan.]

Name of Bidder

Signature of Bidder

Form FUNC: Functional Guarantee

[The Bidder shall copy in the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Employer in para. 1.2.2 (c) of Section III. Evaluation and Qualification Criteria for Single-Stage Bidding and in the right column provide the corresponding value for each functional guarantee of the proposed plant and equipment.]

Required Functional Guarantee	Value of Functional Guarantee of the Proposed Plant and Equipment
1.	
2.	
3.	
...	

Indemnity bond shall be furnished as per Volume – I, Section – VI, Particular Conditions of contract – PC 28.5.

Name of Bidder

Signature of Bidder

Form PER -1: Proposed Personnel

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

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

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.1 for Single-Stage Bidding.]

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section III.

Name of Bidder

Signature of Bidder

Form PER -2: Resume of Proposed Personnel

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

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

The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below.

Name of Bidder

Position							
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Name</td> <td style="width: 50%; padding: 5px;">Date of birth</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications</td> </tr> </table>	Name	Date of birth	Professional qualifications			
	Name	Date of birth					
Professional qualifications							
Present employment	Name of employer						
	Address of employer						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Telephone</td> <td style="width: 50%; padding: 5px;">Contact (manager / personnel officer)</td> </tr> <tr> <td style="padding: 5px;">Fax</td> <td style="padding: 5px;">E-mail</td> </tr> <tr> <td style="padding: 5px;">Job title</td> <td style="padding: 5px;">Years with present employer</td> </tr> </table>	Telephone	Contact (manager / personnel officer)	Fax	E-mail	Job title	Years with present employer
	Telephone	Contact (manager / personnel officer)					
	Fax	E-mail					
Job title	Years with present employer						

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Form EQU: Equipment

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

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

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to execute the works covered in the Bid. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form SUB: Proposed Subcontractors for Major Items of Plant and Installation Services

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item.

Major Items of Plant and Installation Services	Proposed Subcontractors/Manufacturers	Nationality
Galvanised Bolts & Nuts.		
Spring & Packing Washers.		
Hangers, U bolts & 'D' Shackles.		
Danger Board, Number plate and Phase plates		
Anticlimbing device		
Barbed wire		
Earthing Rod with clamps		
Counter poise wire for earthing		
Earthwire		
OPGW		
Insulator strings (Disc Insulator Strings/ Long Rod Porcelain Insulators/ Long Rod Polymer Insulators)		
Hardware & accessories for Conductor & Earthwire /OPGW		
Cement		
Reinforcement steel		

Name of Bidder

Signature of Bidder

Form MAN: Manufacturer's Authorization

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: *[insert date (as day, month and year) of Bid Submission]*
 IFB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer or Manufacturer's authorized agent]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27, Defect Liability, of the General Conditions of Contract, with respect to the goods offered by the above firm.

Name: *[insert complete name of person signing the Bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Name of Bidder

Signature of Bidder

Completion Time Schedule

(To be submitted separately for each transmission line work supported with Bar Chart)

S. No.	Description of work	Period in months from Effective date
1	Opening of site office & store	
2	Detailed/Check survey	
<i>a</i>	Commencement	
<i>b</i>	Completion	
3	Inspection of proto assemblies.	
<i>a</i>	Commencement	
<i>b</i>	Completion	
4	Manufacturing and supply of stub & cleats	
<i>a</i>	Commencement	
<i>b</i>	Completion	
5	Manufacturing and supply of tower parts	
<i>a</i>	Commencement	
<i>b</i>	Completion	
6	Supply of Earth wire, Insulator strings, Hardware & Accessories for Conductor & Earth wire	
<i>a</i>	Commencement	
<i>b</i>	Completion	
7	Foundation of towers	
<i>a</i>	Commencement	
<i>b</i>	Completion	
8	Erection of towers	
<i>a</i>	Commencement	
<i>b</i>	Completion	
9	Stringing	
<i>a</i>	Commencement	
<i>b</i>	Completion	
10	Pre commissioning	
<i>a</i>	Commencement	
<i>b</i>	Completion	
11	Final commissioning	

- Note:** - 1. The Completion Schedule must indicate time of commencement & time of completion of all the activities counted from the effective date in such a manner so that overall completion period should match with Time schedule specified in Appendix 4 of Contract Agreement (Section-9).
2. While Bar Chart shall be submitted with the Bid, the bidder after acceptance of his Bid will be permitted to make minor adjustments, in activity & Time Schedule subject to following conditions:-
- (a) Total Completion Schedule for each work will not be changed due to minor adjustment in Time Schedule of other sub activities.

- (b) Bar Chart after discussion shall be approved & accepted by the Employer and then only it would become a part & parcel of the contract.

Name & Signature of Bidder

Bidder's Qualification without Prequalification

To establish its qualification to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder:

- Form ELI - 1: Bidder Information
- Form ELI - 2: Bidder's Party Information
- Form CON: Historical Contract Non-Performance
- Form FIN - 1: Financial Information of the Bidder
- Form FIN - 2: Average Annual Turnover
- Form FIR - 1: Financial Resources/Bank Certificate
- Form FIR - 2: Financial Requirements for Current Contract Commitments
- Form EXP - 1: General Experience
- Form EXP - 2(a): Specific Experience
- Form EXP - 2(b): Experience in Key Activities

Form ELI - 1: Bidder Information

Date: *[insert day, month, year]*

IFB No.: *[insert number]*

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

The Bidder shall provide the following information.

1. Bidder's legal name: <i>[insert full name]</i>
2. In case of JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member]</i>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[inset street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email Address: <i>[insert E-mail address]</i>
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.

Form ELI - 2: Bidder's Party Information

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist Subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.

1. Bidder's legal name: <i>[insert full name]</i>
2. Bidder's Party legal name: <i>[insert full name of Bidder's Party]</i>
3. Bidder's Party country of registration: <i>[insert country of registration]</i>
4. Bidder's Party year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's Party legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's Party authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
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.

Form 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.: *[insert number]*

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 2016, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2016, in accordance with the Prequalification criteria, or 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)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<ul style="list-style-type: none"> • Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i> • Name of Employer: <i>[insert full name]</i> • Address of Employer: <i>[insert street/city/country]</i> • Reason(s) for non-performance: <i>[indicate main reason(s)]</i> 	<i>[insert amount]</i>

2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate.				
<input type="checkbox"/> Pending litigation in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate, is indicated below:				
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)
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	<ul style="list-style-type: none"> • Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i> • Name of Employer: <i>[insert full name]</i> • Address of Employer: <i>[insert street/city/country]</i> • Matter in dispute: <i>[indicate main issues in dispute]</i> • Status of dispute: <i>[indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i> 	<i>[insert amount]</i>

3. Litigation History

Litigation History		
<p>... No court/arbitral award decisions against the Bidder since 1st January 2013, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate.</p> <p>... Court/arbitral award decisions against the Bidder since 1st January 2013, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor.</p>		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR or JPY equivalent rate and USD equivalent)
[insert year]	<ul style="list-style-type: none"> x Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i> x Name of Employer: <i>[insert full name]</i> x Address of Employer: <i>[insert street/city/country]</i> x Matter in dispute: <i>[indicate main issues in dispute]</i> x Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> x Status of dispute: <i>[indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i> 	[insert amount]

Form FIN - 1: Financial Information of the Bidders

(in case of JVA, the information shall be submitted separately in respect of each partner of the JVA)

Bidder's Legal Name: _____ **Date:** _____

JVA Partner's Legal Name: _____

Information in respect of M/s _____

IFB No. (Bid Identification No.) _____

S. No.	Particulars	Historic information for previous 3 years (amount, currency, exchange rate, USD equivalent)		
		Year 1	Year 2	Year 3
1.	Total Assets			
2.	Total outside Liabilities			
3.	Net Worth (1-2)			
4.	Current Assets			
5.	Stock / Inventories			
6.	Prepaid Expenses			
7.	Contractual Advance Payment Liability			
8.	Fund based unutilized bank line of credit (Bank certificate as per Form FIR-1 shall be issued in past 15 days from the date of opening of bid)			
9.	Liquid Assets (4+8-5-6-7)			
Information from Income Statement				
	Total Revenue (TR)			
	Profits Before Taxes (PBT)			
	Profits After Taxes (PAT)			

Certificate by Statutory Auditor
Or
Chartered Accountant

Date

Name of Audit Firm
Firm Reg. No.

2. Financial documents

The Bidder and its Parties shall provide copies of the financial statements for 3 years pursuant to the Prequalification Criteria or 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 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.
to accounting periods already completed and 1 for the 3 years required above; and complying with the requirements.

Form FIN - 2: Average Annual Turnover

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

Date: <i>[insert day, month, year]</i> Bidder's Legal Name: <i>[insert full name]</i> Joint Venture Party Legal Name: <i>[insert full name]</i> IFB No.: <i>[insert number]</i> Page <i>[insert page number]</i> of <i>[insert total number]</i> pages			
Annual Turnover Data			
Year	Amount and Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert applicable exchange rate]</i>	<i>[insert amount in USD equivalent]</i>
Average Annual Turnover *			

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

Form FIR - 1:

Form 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.: [insert number]

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

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit(as per format given in next page), 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 Sub-Factor 2.3.3.]

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

BANK CERTIFICATE

Date: ___/___/_____

BANK CERTIFICATE (to supplement Liquid assets)

This is to certify that M/s _____ having its registered office at _____ (full address) and Branch office at _____ (full address) who have submitted their Bid to Madhya Pradesh Power Transmission Co. Ltd., Jabalpur against their tender specification vide reference number Tender No. _____ (_____) and Tender No. _____ (_____) is our customer for the past _____ years.

Their financial transactions with our Bank have been satisfactory. They enjoy the following FUND BASED limits with us against which the extent of utilization as on date is also indicated below:-

S. No.	Type of facility	Sanctioned limit as on date	Utilization as on date
1	Cash credit		
2	Overdraft		
3	Working Capital Loan		
	Total :		

This is to certify that such loans, which has been sanctioned for the purpose other than working capital, has not been considered above.

This letter is issued at the request of M/s _____

Name of Bank _____

Name of Authorized Signatory _____

Designation _____

Phone / Mob. No. _____

Address: _____

Seal of the Bank _____

Form FIR- 2: Financial Requirements for Current Contract Commitments

Bidders (or each Joint Venture partner) should 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 case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments					
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X / Y)
1					
2					
3					
4					
Total Monthly Financial Requirement for Current Contract Commitments					INR.

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Date

Certificate by Statutory Auditor
Or
Chartered Accountant

Name of Audit Firm
Firm Reg. No.

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

Form EXP -2(a): 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.: *[insert number]*
 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(a).

Similar Contract No. <i>[insert number] of [insert number of similar Contracts required]</i>	Information		
Contract Identification	<i>[insert Contract name and reference identification number, if applicable]</i>		
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>		
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract	Prime Contractor Only		
Total Contract Amount	<i>[insert Contract amount(s) and currency(ies)]</i>	USD <i>[insert exchange rate and total Contract amount in USD equivalent]</i>	
If member in a JV, specify participation in total Contract amount	<i>[insert % age of participation]</i>	<i>[insert amount(s) and currency(ies) of participation]</i>	USD <i>[insert exchange rate and amount of participation in USD equivalent]</i>
Employer's Name	<i>[insert full name]</i>		
Address Telephone/fax number	<i>[indicate street/number/town or city/country]</i> <i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail	<i>[insert E-mail address, if available]</i>		
Description of the similarity in accordance with Sub-Factor 2.4.2(a) 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>		

Form EXP - 2(b): Experience in Key Activities

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]*

Subcontractor's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

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(b).

1. Key Activity No.(1): *[insert brief description of the Activity, emphasizing its specificity]*

Total Quantity of Activity under the Contract: _____

Contract with Similar Key Activities Information			
Item	Information		
Contract Identification	<i>[insert Contract name and number, if applicable]</i>		
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>		
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor		Management Contractor
	Single <input type="checkbox"/>	JV member <input type="checkbox"/>	<input type="checkbox"/>
Total Contract Amount	<i>[insert Contract amount(s) and currency(ies)]</i>		USD <i>[insert Exchange rate and total Contract amount in USD equivalent]</i>
Quantity (as applicable) performed under the Contract per year or part of the year <i>[insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the Contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)
Year 1			
Year 2			
Year 3			
Year 4			

Employer's Name	<i>[insert full name]</i>
Address	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail	<i>[insert E-mail address, if available]</i>

2. Activity No. (2) _____

3. Activity No. (3) _____

Form ACK:
Acknowledgement of Compliance with the Guidelines
for Procurement
under Japanese ODA Loans

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 *[insert Loan No and name of the Project]* 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.¹

<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').>

B') 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

C) 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.

D) I certify, on behalf of the Bidder, that if selected to undertake services in connection

¹ The starting date should be revised to "request for price quotation," if the Borrower is selected through the International Shopping"; to "appointment", if a contractor is selected through the Direct Contracting; or "Commencement of actual selection/bidding process", if the Borrower wishes to adopt procurement procedures other than ICB, Limited International Shopping, International Shopping, or Direct Contracting.

with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

- E) 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) Japan International Cooperation Agency (JICA)

1-6th floor, Nibancho Center Building,

5-25 Niban-cho, Chiyoda-ku, Tokyo 102-8012, Japan

Tel: +81-3-5226-6660/6661/6662/6663

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.

- F) 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:

Form of Bid Security (Bank Guarantee)

(To be executed on Non-Judicial Stamp Paper of appropriate value as per legal requirement with ₹ 1/- revenue stamps)

[*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: Chief Engineer (Procurement), M.P. Power Transmission Company Limited, Block No.3, Shakti Bhawan, Rampur, Jabalpur – 482008, Madhya Pradesh ; e-mail: mptransco@nic.in, Fax No. +91-761-2665593

IFB No.: [*insert number of Invitation for Bids*]

Date: [*insert date of issue*]

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

Guarantor: [*insert Bank's Name and complete address with PIN ZIP code of Issuing Branch with FAX No and e-mail*]

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of [*insert description of Contract*] under Loan Agreement No. [*ID-P 250*].

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

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

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (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 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.

In the event of any claim under this guarantee, payment shall be immediately effected to beneficiary Bank through RTGS in the following account:

NAME: M. P. POWER TRANSMISSION COMPANY LTD.

ACCOUNT NO. : 552901110050000

IFS CODE: UBIN0555291

BRANCH: UNION BANK OF INDIA, MADAN MAHAL, JABALPUR

In case of failure of RTGS, the payment shall be made through Demand Draft immediately.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date. The courts of Jabalpur shall have exclusive jurisdiction in all matters of disputes in respect of above Bank Guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458².

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

²As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

Form of Bid Security (Bid Bond) (For Foreign bidders)

BOND NO. [*insert Bond No.*]

BY THIS BOND [*insert name of Bidder*] as Principal (hereinafter called “the Principal”), and [*insert name, legal title, and address of surety*], authorized to transact business in [*insert name of country of Employer*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Employer*] as Obligee (hereinafter called “the Employer”) in the sum of [*insert amount of Bond in words and figures*]¹, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

1 The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

WHEREAS the Principal has submitted a written Bid to the Employer dated the [*insert day*] day of [*insert month*], 20 [*insert year*], for the construction of [*insert name of Contract*] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of Bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date twenty-eight (28) days after the date of expiration of the Bid validity as stated in the Invitation for Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this [*insert day*] day of [*insert month*] 20 [*insert year*].

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature) (Signature)
(Printed name and title) (Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

1. In requirement of the award of the Contract by the MPPTCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the MPPTCL for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply, erection, testing, commissioning and successful performance of the equipment/ material in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the MPPTCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment/ material in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the MPPTCL, on its demand without any demur. It shall not be necessary or obligatory for the MPPTCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the MPPTCL can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the MPPTCL.
4. The financial liability of the Parties of this Deed of Undertaking to the MPPTCL, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated below:

S. No	Particulars	Quantity	Name of Member from Joint Venture
1			
2			
3			

(to be suitably appended by the Parties along with this Undertaking in its bid)

It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of the MPPTCL in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the MPPTCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated Name Designation Signature	For Lead Partner (Party No.-1) For and on behalf of M/s (Signature of the authorized representative)
---	--

WITNESS :

I.

II.

Common Seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated Name Designation Signature	For Party No.-2 For and on behalf of M/s..... (Signature of the authorized representative)
---	--

WITNESS :

I.

II.

Common Seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated	For Party No.-3 For and on behalf of M/s.
---	---

Name

Designation

Signature

(Signature of the authorized representative)

WITNESS :

I.

II.

Note:

1. The non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture and the date of purchase should not be later than six months of date of execution of the Undertaking.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE

(To be executed on Non-Judicial Stamp Paper worth Rs. 500.00 & Re 1.00 revenue stamps)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No. the bids for which have been invited by Chief Engineer (Procurement), Block No. 3, Shakti Bhawan, Rampur, Jabalpur of M. P. Power Transmission Co. Ltd. (MPPTCL) to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the MPPTCL on behalf of the "Joint Venture".
- ii) To negotiate with the MPPTCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the MPPTCL for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Maintenance Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the MPPTCL and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the

Partners of Joint Venture

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

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

- 1. Signature.....
Name
Designation
Occupation
- 2. Signature.....
Name
Designation
Occupation

Note:

- 1. The non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture and the date of purchase should not be later than six months of date of execution of the Agreement.
- 2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines.

We also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of India.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and JICA if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or JICA, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....
(Place)

.....
(Date)

.....
(Name of company)

.....
(Signature(s))

Section V. Eligible Source Countries of Japanese ODA Loans

“All countries and areas.”

Section VI. Employer's Requirements

Notes on Employer's Requirements

This Section contains the Scope, the Specifications, the Drawings, Supplementary Information that describe the Facilities and Forms to be used during the implementation of the Contract.

In a design, supply and install approach, the design is to be done by the Contractor. No detailed technical specification as is normal practice is developed at the pre-bid stage. However, the Employer does and must know what it wants and must communicate its needs to the Bidders. Hence, this section on Employer's Requirements replaces the usual Technical Specifications of a more traditional approach.

To enable Bidders to submit responsive Bids and subsequently for the Bids received to be evaluated in an equitable manner, the Employer must take its requirements as clearly and as precisely as possible. The Employer's Requirements must therefore, specify exactly the particular requirements of the completed Facilities. Where the performance of the completed Facilities could be measured in quantitative terms such as production output of a manufacturing plant or maximum generating capacity of a power station, the Employer's Requirements should not only clearly specify the desired output/capacity, but also the upper and lower acceptable limits of variation from the desired capacity. It will also be necessary to specify the tests that will be carried out on completion of the Facilities to verify compliance with the requirements specified. The Employer's Requirements should also clearly specify what associated or incidental services and goods must be supplied by the Contractor. For example, the Contractor may be required to train the Employer's Personnel and to supply consumable or spare parts as listed in a schedule.

While this section of the Bidding Documents should endeavor to define the Employer's Requirements as precisely as possible, care must be taken to avoid over specifying details to the extent that the flexibility and potential benefits associated with a design, supply and install Contract are seriously eroded or threatened. This section on Employer's Requirements should, therefore, be carefully prepared on behalf of the Employer by suitably-qualified engineers who are familiar with the requirements and with the technical aspect of the required Facilities.

For a JICA-financed design, supply and install Contract to be procured through International Competitive Bidding procedures, the Employer's Requirements must be drawn up to permit the widest, possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials and performance of the Facilities. Only if this is done, will the objectives of economy and efficiency, non-discrimination and transparency in procurement be realized, the responsiveness of Bids be ensured and the subsequent task of Bid evaluation facilitated. The Employer's Requirements should stipulate that all goods and materials to be incorporated in the

Facilities are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.

As for the drafting of the Specification, care must be taken when drafting the Employer's Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible for the description of goods, materials and workmanship. Where other particular standards are specified, whether national standards of the Borrower's country or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified, it should always be qualified with the terms "or equivalent".

For a design, supply and install Contract, no detailed drawings would generally be available at the pre-bid stage. It would, however, be useful to include such conceptual drawings as are appropriate to supplement or help explain the general concept of the Employer's needs.

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Scope of Supply of Plant and Installation Services by the Contractor

1.01 INTRODUCTION:

In order to ensure reliable transmission of expanded volume of electricity & to avoid overloading, strengthening & modernization of transmission system in the state of Madhya Pradesh, MPPTCL, Jabalpur has obtained loan assistance from JICA for **Transmission System Strengthening Project in Madhya Pradesh** and intends to use for the scope covered under the present Bid Document which envisages Construction of 132kV transmission lines on turnkey basis (ACSR conductor will be supplied by MPPTCL).

MPPTCL, therefore, invites sealed bids from eligible bidders on International Competitive Bidding basis for the following works:

S. No.	Name of Works	Qty. (KMS)
1	Construction of MugaliaChhap 220 kV - Mahwadia 132kV DCDS Line	10
2	Construction of Panagar 220 kV - Dheemarkheda 132kV DCSS Line.	65
3	Construction of Prithivipur - Orchha 132kV DCSS Line	30
4	Construction of Udaipura - Tendukheda 132kV DCSS line	45
5	Construction of Gohad - Gormi 132kV DCSS line	25
6	Construction of Narsingharh -Suthaliya 132kV DCSS line	50

1.02 As such, the scope of work involves fabrication, galvanizing and delivery of 220kV & 132kV Double Circuit/ Multi circuit towers, their body extensions, river/ line crossing structures(Gantries), Hangers, U bolts, D Shackles, Bolts and Nuts, Spring washers, pack washers, step bolts, tower accessories (earthing rod with clamps, Danger Boards, Number plates, Phase plates and Anti-climbing Devices (including fixing arrangements and barbed wire) for ground wire), Ground wire/OPGW, Disc insulators, hardware and accessories for conductor and ground wire and complete erection of above transmission lines including, Detailed survey/check survey, casting of foundations, tower erection, stringing etc. and testing & commissioning of the transmission lines. Cement and reinforcement steel for foundation of towers, extensions, river/ line crossing structures and any such materials required for erection work shall also be provided by the successful Bidder.

1.03 Bidders are required to quote for supply of plant as detailed in the specification. The Bidder shall furnish full particulars as called for in addition to filling and completing the schedules annexed to this specification. The bidders are allowed to Bid for complete scope of works only. **The bid received for a part of total scope of work covered under Bid shall be treated as non-responsive.**

- 1.04** The prices of Tower parts shall be ADJUSTABLE as per the Price Adjustment formulae given in Appendix 2 of Section- IX. The Price Adjustment shall be limited to the Contractual Period. The prices of rest of the supply of plants and installation services shall be FIXED.
- 1.05** The successful bidder shall collect structural drawings and Bill of Materials of all required 220kV & 132kV Double Circuit/ Multi circuit towers, their body extensions, line/ river crossing structures and stub setting templates from the Employer. The bidder shall prepare Workshop drawings for fabrication of towers/extensions promptly so as to commence supplies as per time schedule stipulated in **Appendix 4 of Contract Agreement**. Before taking up the mass fabrication, the bidder will fabricate each type of tower and its extensions (proto assembly) and offer the same for inspection. Employer shall inspect Proto assembly of each type of tower and extension.
- 1.06** The unit rates quoted shall include minor details which are obviously and fairly intended, and which may not have been included in these documents but are essential for the satisfactory completion of work. The unit rate quoted shall be inclusive of deployment of all plant, equipment, men, material, skilled & unskilled labours etc. essential for satisfactory completion of work.
- 1.07** The prices for the plants to be supplied as specified in clause 1.02 above shall include all works relating to manufacturing and delivery ex-contractors stores, unloading and stacking in specified area. The quoted prices shall also include the cost of necessary quantity of raw material, freight upto site store and other indirect charges incurred in connection with supply of finished material. The Bidder shall quote prices for transportation including unloading and stacking at stores separately in the relevant schedule. Unloading at specified area stores/works site is the responsibility of the bidder.
- 1.08** The Bidder shall submit his offer taking into consideration that the design details of towers/extensions and foundation designs shall be provided by Employer and design rights will be strictly reserved with Employer.
- 1.09** Procurement of raw materials for the plants to be supplied as specified in clause 1.02 above shall be included in the Bidder's scope of supply. Bidder shall clearly indicate in the relevant schedule given in Section IV, the sources from where he proposes to procure the raw materials.
- 1.10** The quantities for supply of plants and installation services as indicated in the Schedule IA & IB of Volume-II are only provisional. The final quantities will be known after completion of detailed survey and tower spotting. Thus these are only provisional quantities and will vary during actual execution of work. The Contractor must execute the work based on Soil condition encountered during actual execution of work and as per final quantities of various plants to be supplied and associated installation services at the same rates and terms and conditions as accepted by the Employer. The scope of work also covers supply and installation of other item, not specifically mentioned in this specification and/or Bill of material but is required for the successful completion and commissioning of the transmission lines.
- 1.11** **BIDDING DOCUMENT:** The above scope of work is indicative. The detailed scope of work is given in the respective Volumes of bid document. The

Bidding Document comprise of the following and shall include amendments, if any, thereto:

VOLUME-I: Commercial Bidding Document

VOLUME II: Technical Specification which contains Technical Specification & requirement for supply of Plants and Installation Services

1.11.01 While submitting the bid, bidders may please note & ensure compliance of all the requirements indicated in this Section and may also ensure compliance of requirements stipulated in Volume-II of the bidding document; which contains the following ;

Part-I: Specification & requirement for supply of Plants and Installation Services.

Part-II: Schedules to be furnished by the Bidders.

1.11.01.1 The Part-I of the Volume-II includes various Sections, Annexures and Appendices. Various sections describes the common technical requirements, Electrical parameters and other Particulars of System, description & the technical specification of each plant included in the Scope of supply, Guaranteed Technical requirements and the related drawings of Plants, Installation, Erection & Commissioning services cover under scope of bid documents, as per the details given hereunder:-

- Section 1 Common Technical Requirement.
- Section 2 Technical Specifications for Towers.
- Section 3 Technical Specifications for Conductor.
- Section 4 Technical Specifications for Earth wire.
- Section 5 Technical Specifications for Disc Insulators.
- Section 6 Technical Specifications for Hardware for conductor & Earth wire.
- Section 7 Technical Specifications for Accessories for conductor & Earth wire.
- Section 8 Technical Specification for Optical Ground Wire (OPGW), Associated Hardware & Accessories
- Section 9 Technical Specifications for Erection of transmission lines.
- Annexure- 1 Guaranteed Technical Particulars of conductor & earth wire
- Annexure- 2 Guaranteed Technical Particulars of Disc Insulators
- Annexure- 3 Guaranteed Technical Particulars of Hardware for conductor & earth wire
- Annexure- 4 Guaranteed Technical Particulars of Accessories for conductor & earth wire
- Annexure- 5 List of Drawings

1.11.01.2 The Part-II of the Volume-II includes various schedules to be furnished by the bidder, the details are given here:

-
- Schedule- 8 Details of Plant Supplied from abroad/ within the Employer's Country.
- Schedule- 9 Details of Installation Services.
- Schedule-10 Technical Questionnaire
- Schedule-11 List of Plants, Machinery & Testing Facilities
- Schedule-12 Commercial Questionnaire
- Schedule-13 Schedule of Deviations
- Schedule-14 Under taking for Confirmation in regard to Guaranteed Technical requirement of Plant
- Schedule- 15 Progress of works being executed for MPPTCL
- Schedule- 16 Check List

1.12 SPECIAL REQUIREMENTS

1.12.01 MPPTCL expects that participating bidder will take all necessary precautions to supply best quality plant, which may provide trouble free performance and also it is expected that the modern practices for erection and commissioning shall be adopted to ensure timely and trouble free commissioning of installation and also to ensure aesthetic overall view of finished transmission line installation.

Some of the conditions which will have to be essentially accepted and followed by the Bidders for the purpose of participating against the Bid and also for undertaking construction activities are enumerated below for specific confirmation by the Bidders.

1.12.02 For each type of plant, there are a number of manufacturing agencies available in the country and a number of new agencies are also coming-up in various fields. However, for ensuring reliability of operation of installation, the supply of towers, Ground wire/OPGW, Disc insulators, hardware and accessories for conductor and ground wire shall be made from the suppliers to be approved by MPPTCL. The Bidder is requested to indicate in the relevant Schedule the tentative names of suppliers from whom these plant are proposed to be supplied. The manufacturer should have a minimum experience of 5 years of supply of respective item and must have supplied a minimum of 100% of quantity to be supplied against the bid to any power utility in any one year during the last three years and the same should be in successful operation for a period of not less than one year. The certificate of power utility towards supply of respective item will have to be submitted by the bidder for obtaining approval of manufacturer by MPPTCL. After the award of contract, the successful Bidder will make a request in writing to MPPTCL for approval of such suppliers duly supported with necessary documents.

1.12.03 Although, we will make final selection of vendor/manufacturer in association with the Bidder after award of contract, it may be mentioned that while doing so, we will take into account our own experience with various vendors/manufacturer in regard to quality of their material because in certain cases; we had poor past experience with some of the vendors and therefore, we would

prefer to take our experience also into cognizance while making a final selection.

- 1.12.04** It may please be noted that the requirement in regard to manufacturing experience of material as mentioned in clause 1.12.02 above, will have to be complied with and therefore, no effort may please be made to include plant manufactured/supplied by any new agency on the ground that they need to be encouraged on one or the other ground. In the nutshell, we would like to accept plant only from experienced agencies.
- 1.12.05** Bidders may please note that in respect of certain technical requirements and in certain areas, not only our system parameters are different but also our technical specification requirements are stringent. In this connection, it may be noted that the details being furnished have been finalized after careful consideration and therefore, no request may please be made for any deviation from our technical parameters and technical specification which are enclosed with the Bid document.
- 1.12.06** The performance guarantee for all line material and installation services shall be 24 Months from the date of commissioning of facilities. In case after commissioning of transmission line, any operational problem is observed in any plant /installation services because of which any major rectification or replacement work is done, then the guarantee for such plant / installation services shall be extended by a period equal to the period during which the facilities or such part cannot be used by the employer (refer GCC clause 27.8).
- 1.12.07** For the purpose of participation against the Bid, it is desired that the Bidder may make necessary correspondence with the vendors/ manufacturers concerned for various plant based on technical specification, preferred makes and other conditions stipulated in the Bid document. It may be noted that the Bidder is expected not to advise any other agency to make direct or indirect approaches to us for the purpose of grant of permission for acceptance/inclusion of plant manufactured/organized by them.
- 1.12.08** It has been noticed that some of the information furnished in the covering letter, schedule of commercial deviation and commercial questionnaire do not match with each other. In order to avoid any discrepancy, it may be noted that for the purpose of price evaluation, the details brought out by the bidder in "Schedule of Commercial Questionnaire" will be treated as final and evaluation will be done based on the information given in this schedule. In case of any discrepancy in regard to information given in any other table, responsibility will rest on the bidder. While this condition shall be applicable for the purpose of price evaluation, at the time of acceptance of offer, the Employer will have the right to take such of the values/confirmations which are advantageous to the Employer.
- 1.12.09** It has been noticed that some of the information furnished in the schedule of technical particulars and technical questionnaire do not match with each other. In order to avoid any discrepancy, it may be noted that for the purpose of price evaluation, the details brought out by the bidder in "Schedule of Technical Questionnaire" will be treated as final and evaluation will be done based on the information given in this schedule. In case of any discrepancy in regard to information given in any other table, responsibility will rest on the bidder.

While this condition shall be applicable for the purpose of price evaluation, at the time of acceptance of offer, the Employer will have the right to take such of the values which are advantageous to the Employer.

1.13 SAFETY PLAN:

1.13.01 The Bidder shall appoint an "Accident prevention Officer" after award of contract. Further, the details of personnel for execution of contract with experience in the relevant field as prescribed in clause 2.5 'Personnel', Section-III "Evaluation & Qualification Criteria" shall be provided by the bidder. The details of the proposed personnel with experience record shall have to be submitted by the bidder in the prescribed Form PER-1 in Section-IV "Bidding Forms" of Volume-I of the bidding document.

1.13.02 During the supervision of construction work Employer shall confirm that an Accident Prevention Officer, proposed by the bidder is duly appointed at the Project site & that the construction work is carried out according to the Safety Plan as well as the safety measures prescribed in the programme. If Employer observes any short comings regarding the safety measures in general, the bidder shall make appropriate improvements.

1.14 EQUIPMENT

The Bidder must demonstrate that they have the key equipments to be used for construction of transmission lines. The Bidder shall provide details of equipment using the relevant Form in Section- IV (Bidding Forms). However "non having key equipments" at the time of bidding will not make bidder non responsive and they will not be disqualified.

1.15 EXPERIENCE REQUIREMENT FOR MANUFACTURERS

Manufacturers for the following major items of supply must meet the following minimum experience requirement. Failure to comply with this requirement will result into non acceptance of plant by Employer from inexperienced source.

No.	Description of Item	Experience Requirement for Material Manufacturer
1	Hardware & Accessories	The manufacturer should have a minimum experience of 5 years of supply of respective item as on the date of submission of request and must have supplied a minimum of 100% of quantity to be supplied against the bid to any power utility in any one year during the last three years and the same should be in successful operation for a period of not less than one year. The certificate of power utility towards supply of respective item will have to be submitted by the bidder for obtaining approval of manufacturer by MPPTCL.
2	Insulators	
3	Ground wire/OPGW	

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder

shall provide the manufacturer's authorization, using the form provided in Section 4 (Bidding Forms), showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant or component to supply that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above.

1.16 BAR CHARTS:

1.16.01 A number of transmission works to be carried out in different parts of the State are included in the scope of this Bid. The contractor is expected to furnish total cost of works covered along with break-up of cost of activities so that difficulty may not be involved in preparation of activity-wise bills on the basis of progress of works. Since in turnkey transmission line works, a number of activities are involved which will include supply of material also, small payments in piece-meal will not be possible because it would be difficult to keep watch over flow of material and day-to-day construction activities and therefore it is desired that payment of running bills may be organized at defined interval on the basis of completed portion of work, which would be carried out at different work sites. Accordingly, it may please be noted that for all works, a **combined main bar-chart** shall be furnished by the Contractor to commit completion of work as per bid requirement. At the same time since a number of sub-works are included, which will have to be carried out at different locations, therefore, separate Sub Bar-Charts to the Main Bar-Chart will also have to be furnished by the Contractor. In the Sub Bar-Charts activity-wise completion schedule for various activities will be brought out in such a manner that it would be possible for the employer to clearly identify the quantum of work which will be done within an interval of **one month**. Thus, while activity-wise details may be indicated on fortnightly/ monthly basis, the Sub Bar-Charts will indicate the quantum of work which should be completed in all respects during interval of **each month**. While indicative main bar-chart may be furnished by the Contractor along with his bid, the Employer will discuss and provide assistance for finalization of Sub Bar-Charts at the time of award of contract. However, all responsibility for preparation and finalization of proper bar-charts will rest on the bidder.

1.16.02 The sub bar charts submitted by the contractor indicating monthly targets of completion of various component of installation works, shall be monitored continuously. Cumulative progress of works shall be checked.

1.17 LABOUR LAWS:

The contractor will have to follow major laws applicable to establishments engaged in building and other construction Works. Salient features of some major laws are as under:

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996

-
- c) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- d) Employee P.F. and Miscellaneous Provision Act 1952: The Act provides for monthly contribution by the employer plus workers @10% or 8.33%. The benefits under the Act are:
- a. Pension or family pension on retirement or death, as the case may be.
 - b. Deposit linked insurance on death in harness of the worker.
 - c. Payment of P.F. accumulation on retirement/death etc.
- e) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certification of Registration and the Contractor is required to take Licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more labour contract labour.
- g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- h) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- i) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus is to be paid to employees getting Rs. 2500/- per month or above upto Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- k) Industrial Dispute Act 1947: the Act lays down the machinery the procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- l) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- m) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- n) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- o) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- p) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the government.
- q) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

1.18 PROTECTION OF ENVIRONMENT

1.18.01 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as consequence of his methods of operation.

1.18.02 During continuance of the Contract, the Contractor and his Sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

1.18.03 Salient features of some of the major laws that are applicable are given below:

(a) The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

(b) The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

(c) The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

(d) The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

1.18.04 The Contractor shall (a) establish an operational system of managing environmental impacts, (b) carry out all the monitoring and mitigation

measures set forth in the environment management plan attached to the Special Conditions of Contract as Appendix-I, and (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit to the Employer (quarterly) semi-annual) reports on the carrying out of such measures.

1.18.05 The Contractor shall adequately record the conditions of roads, agricultural land and other infrastructure prior to transport of material and construction commencement, and shall fully reinstate pathways, other local infrastructure and agricultural land to atleast their pre-project condition upon construction completion.

1.18.06 The Contractor shall undertake detailed survey of the affected persons during transmission line alignment finalization under the Project, where applicable. and

1.18.07 The Contractor shall conduct health and safety programme for workers employed under the Contract and shall include information on the risk of sexually transmitted diseases, including HIV/AIDS in such programs.

1.18.08 SAFETY PRECAUTIONS

1.18.08.1 The Contractor shall observe all applicable regulations regarding safety on the Site. Unless otherwise agreed, the Contractor shall, from the commencement of work on Site until Operational Acceptance, provide:

a) fencing, lighting, guarding and watching of the Works wherever required, and

b) temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of Employer / his representatives and occupiers of adjacent property, the public and others

1.18.08.2 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Employer or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Employer, as he may deem necessary.

1.18.08.3 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of Employer in this regard.

1.18.08.4 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Employer or by the person authorised by him

- 1.18.08.5** The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Employer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 1.18.08.6** Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.
- 1.18.08.7** The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 1.18.08.8** In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Employer in prescribed form and also to all the authorities envisaged under the applicable laws
- 1.18.08.9** The Employer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Employer within 3 days of such stoppage of work and decision of the Employer in this respect shall be conclusive and binding on the Contractor.
- 1.18.08.10** The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para GCCC 22.4.3.19 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 1.18.08.11** The Contractor shall also submit '**Safety Plan**' as per good utility practice alongwith all the requisite documents mentioned therein and as per check-list contained therein to the Employer In-Charge for its approval within 60 days of award of Contract. Further, one of the conditions for release of first progressive payment / subsequent payment towards Services Contract shall be submission of '**Safety Plan**' alongwith all requisite documents and approval of the same by the Employer In-Charge.

1.19 CONDITIONS FOR NON-RESPONSIVENESS OF BIDS:

Clause-33 of Section-I, Volume-I "Instructions to Bidders" clarifies the condition regarding "Responsiveness of Bids". The bidders are requested to carefully go through all sections of the bidding documents to ensure that all required conditions as stipulated in various sections are strictly complied with

so that the bids may not fall under the category of "Non-responsive Bids". For instance some of the deviations, which will make a bid non-responsive, resulting into rejection of Bid forthwith, are indicated below:

1.19.01 BID SECURITY:

The amount of Bid Security for each package has been stipulated in Japanese Yen (JPY) as well as Indian Rupees. It is obligatory on the part of the bidders to furnish Bid Security as per proforma furnished in Section IV, Volume-I wherever specified and in one of the forms as per Clause 20.1 of Instructions to Bidders, Section-I, read with Bid Data Sheet, Section-II of Volume-I. Any deviation on this account will not be accepted. Also failure to furnish bid security, bid security received late i.e. after opening of bids and bid security received for inadequate amount will make the bid non-responsive.

1.19.02 LETTER OF BID

Letter of Bid as specified in Section-IV, Volume-I has to be submitted complete in all respects with authorized signature to make the bid responsive.

1.19.03 LATE BIDS:

As specified under Clause-24 Section-I, Volume-I, such of the bids which are not submitted within specified date and time will not be considered for bid opening.

1.19.04 VALIDITY OF BIDS:

As specified under Clause-19.1, Section-I, Volume-I, all bids are required to be valid for a period of 150 days from the date of opening of bids. In case validity period is found to be short at the time of opening of bid, all such bids will be rejected and treated as non-responsive.

1.19.05 VALIDITY OF BID SECURITY:

As specified under Clause-20 Section-I, Volume-I Instructions to Bidders, the bid security to be furnished will have to be valid for an additional period of 28 days over & above of the validity of Bid. To clarify, while validity of bid should be 150 days, it has to be ensured that the bid security is valid for 178 days from the date of bid opening. Such of the bids wherein validity of bid security is not found to be 178 days may be rejected and returned.

1.19.06 CURRENCY OF BID:

As specified in Clause ITB 19.1 Section II "Bid Data Sheet", Volume-I, the currency of Bid for Plant to be supplied from abroad shall be quoted entirely in USD or JPY or currency of Employer's country (INR), the Plant manufactured and to be supplied from within the Employer's country shall be quoted in currency of the Employer's country i.e. INR only. Installation Services shall be quoted in either foreign (USD or JPY) and/or local currency (INR), depending upon the currency in which the costs are to be incurred.

1.19.07 PRICES:

As specified in Clause ITB 18.7 Section II "Bid Data Sheet", Volume-I, Prices of Tower parts shall be ADJUSTABLE as per the Price Adjustment formulae given in Appendix 2 of Section- IX. The Prices for rest of the items of supply of Plants and each activity of Installation Services shall be FIXED i.e. FIRM.

The prices for Inland Freight & Insurance Charges for supply of Plants and each activity of Installation Services shall be FIXED. In case of any deviation in the above, the bid shall be treated as non-responsive.

1.19.08 QUALIFICATION CRITERIA:

Requirements for the Qualification Criteria for each Package has clearly been spelt out in Section-III, Volume-I. It is obligatory on the part of the bidders to comply with the entire criterion and furnish certified copies of documentary proof in support of their experience. Bids not furnishing sufficient details with supporting documents in this regard may be treated as non-responsive.

1.19.09 CONDITIONAL BIDS:

Such of the bids which are of conditional nature in regard to any of the commercial or technical conditions specified in the bid document will be rejected. Employer's discretion in this regard would be final.

1.19.10 BIDS FOR INCOMPLETE SCOPE OF WORKS:

Bidders participating for a Bid will have to offer for complete scope of the works of the bid. It has been specified in clause 1.2.2 of section-III, Volume-I that the bid received for a part of total scope of work covered under the Bid shall be treated as non-responsive.

1.19.11 TIME SCHEDULE:

Time schedule has clearly been spelt out under Section-IX, Volume-I and it is clarified in clause 1.2.3 of section-III, Volume-I that bids offering late contract performance schedule will not be accepted and shall be rejected.

1.19.12 TERMS OF PAYMENT:

Terms and Procedures for Payment have been specified in Appendix-I of Section-IX, Volume-I 'Contract Forms'. It has been stipulated in clause 1.2.4 of section-III, Volume-I that deviation from terms of payment shall not be permitted and such bids will be treated as non - responsive.

1.19.13 PROOF FOR SIGNATORY:

As provided for in the bid document, necessary power of attorney for signature has to be furnished by the bidder. If the Bidder is from a country where this practice is not used then a similar legal instrument of authorization as applicable under the home country laws of Bidder must be provided. In the absence of the same, the bid will be treated as non-responsive.

1.19.14 AGREEMENT FOR JOINT VENTURE, CONSORTIUM OR ASSOCIATION (JVA):

As clarified in the bid document, the following two documents are required to be furnished:

- i. An agreement between the parties to a proposed Joint Venture Association is required (as per format enclosed in section –IV of Volume-I).
- ii. A power of attorney or similar legal instrument of authorization is required (as per format enclosed in section –IV of Volume-I).

In the absence of the above, the bid will be treated as non-responsive.

1.19.15 FRAUD AND CORRUPT PRACTICE:

Special attention of the bidder is invited to the stipulation regarding "Fraud and Corruption" contained in clause 3 of Instruction to Bidders Section-I of Volume-I. Any violation as mentioned therein will be treated seriously and the bid will be considered as non-responsive.

1.19.16 PERFORMANCE GUARANTEE:

As specified in clause 1.13.06 Section-VI, Volume-I, "Employer's Requirement", performance guarantee period shall be 24 months from the date of commissioning of the works, will have to be confirmed by the bidders. In the absence of confirmation or any deviation in period of warranty, the bid shall be treated as non-responsive.

1.19.17 LIQUIDATED DAMAGES:

As mentioned in clause 26.2 of Section-VIII, Volume-I, "Particular Conditions" in the event of delay in Completion, liquidated damages shall be applicable. In case this is not confirmed or the bidder stipulates any modification, the bid will be treated as non-responsive.

1.19.18 PERFORMANCE SECURITY:

It may be noted by the bidders that no relaxation in regard to performance security of 10% of contract price will be granted and therefore this requirement as per clause 13.3.1 of Section VIII, Volume-I, 'Particular Conditions' must be confirmed. In the event of non-confirmation or any modification, the bid shall be treated as non-responsive.

1.19.19 FURNISHING OF SUPPORTING DOCUMENTS:

As specified in the bid document, the bidders will have to submit all data as required towards drawings, technical details, type test reports for each plant, etc. as specified in Volume-I and also in Part-I of Volume-II of bid document, required for proper evaluation of bids. In case of non-submission of these, the bid may be treated as non-responsive.

1.19.20 COMMERCIAL QUESTIONNAIRE :

It is obligatory on the part of bidders to furnish commercial questionnaire enclosed in Volume-II of bid document duly filled in complete in all respects. It has to be noted that the confirmations given in commercial questionnaire will form the basis for bid evaluation. In case commercial questionnaire duly filled in complete in all respects is not furnished, the bid may be treated as non-responsive.

1.19.21 TECHNICAL QUESTIONNAIRE:

It is obligatory on the part of bidders to furnish technical questionnaire enclosed in Volume-II of bid document duly filled in complete in all respects. It has to be noted that the confirmations given in technical questionnaire will form the basis for bid evaluation. In case technical questionnaire duly filled in complete in all respects is not furnished, the bid may be treated as non-responsive.

1.19.22 GUARANTEED TECHNICAL PARTICULARS:

It is obligatory on the part of bidders to furnish acceptance to the Guaranteed Technical Particulars of plants to be supplied as detailed in relevant sections and Annexure enclosed with the bid document. The acceptance is required to be given in Schedule- II "Technical Questionnaire" and also in the form of undertaking in prescribed format given in Annexure- 7. Bidders are free to offer Plants with better quality. If the bidder fails to comply with above clause, the bid may be treated as non-responsive.

Specification

VOLUME-II (Part-1) Technical specification for supply of Materials and construction of 220kV and 132kV transmission lines (Technical Book Serial No. MPPTCL/TECH/PROC/12/ JULY15)

Forms and Procedures

Form of Completion Certificate

Date: *[insert date]*
Loan Agreement N^o: *[insert number]*
IFB N^o: *[insert number]*

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

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

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

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

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

Very truly yours,

(Signature)
Title
(Project Manager)

Form of Operational Acceptance Certificate

Date: *[insert date]*
Loan Agreement N^o: *[insert number]*
IFB N^o: *[insert number]*

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

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

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

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

Very truly yours,

(Signature)
Title
(Project Manager)

Change Order Procedure and Forms

Date: *[insert date]*
Loan Agreement N^o: *[insert number]*
IFB N^o: *[insert number]*

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2. Change Order Log
3. References for Changes

ANNEXES

- Annex 1 Request for Change Proposal
- Annex 2 Estimate for Change Proposal
- Annex 3 Acceptance of Estimate
- Annex 4 Change Proposal
- Annex 5 Change Order
- Annex 6 Pending Agreement Change Order
- Annex 7 Application for Change Proposal
- Annex 8 Change Order log

Change Order Procedure

1. General

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with GC Clause 39 (Change in the Facilities) of the General Conditions of the Contract.

2. Change Order Log

The Contractor shall keep an up-to-date Change Order log to show the current status of Requests for Change and Changes authorized or pending, as Annex 8. Entries of the Changes in the Change Order log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

3. References for Changes

- (1) Request for Change as referred to in GC Clause 39 shall be serially numbered CR-X-nnn.
- (2) Estimate for Change Proposal as referred to in GC Clause 39 shall be serially numbered CN-X-nnn.
- (3) Acceptance of Estimate as referred to in GC Clause 39 shall be serially numbered CA-X-nnn.
- (4) Change Proposal as referred to in GC Clause 39 shall be serially numbered CP-X-nnn.
- (5) Change Order as referred to in GC Clause 39 shall be serially numbered CO-X-nnn.

Note: (a) Requests for Change issued from the Employer's Home Office and the Site representatives of the Employer shall have the following respective references:

Home Office	CR-H-nnn
Site	CR-S-nnn

- (b) The above number "nnn" is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

Annex 1. Request for Change Proposal

(Employer's Letterhead)

To: *[insert Contractor's name and address]*

Date: *[insert date]*

Attention: *[insert name and title]*

Contract Name: *[insert Contract name]*

Contract Number: *[insert Contract number]*

Dear Sirs,

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[insert number of days]* days of the date of this letter *[or on or before (date)]*.

1. Title of Change: *[insert title]* _____
2. Change Request No.: *[insert number]* _____
3. Originator of Change: Employer: *[insert name of Employer]* _____
Contractor (by Application for Change Proposal No. *[insert number]*) _____
4. Brief Description of Change: *[insert description]* _____
5. Facilities and/or Item No. of equipment related to the requested Change: *[insert description]* _____
6. Reference drawings and/or technical documents for the request of Change:

<u>Drawing No./Document No.</u>	<u>Description</u>
7. Detailed conditions or special requirements on the requested Change: _____
8. General Terms and Conditions:
 - (a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.
 - (b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.
 - (c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or

the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.

- (d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
- (e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

(Employer's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 2. Estimate for Change Proposal

(Contractor's Letterhead)

To: *[insert Employer's Name and address]*

Date: *[insert date]*

Attention: *[insert name and title]*

Contract Name: *[insert Contract name]*

Contract Number: *[insert Contract number]*

Dear Sirs,

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with GC Sub-Clause 39.2.1 of the General Conditions of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GC Sub-Clause 39.2.2 of the General Conditions of the Contract, is required before estimating the cost for change work.

1. Title of Change: *[insert title]* _____
2. Change Request No./Rev.: *[insert number]* _____
3. Brief Description of Change: *[insert description]* _____
4. Scheduled Impact of Change: *[insert description]* _____
5. Cost for Preparation of Change Proposal: *[insert cost]* _____¹

(a) Engineering	(Amount)
(i) Engineer	_____ hrs x _____ rate/hr = _____
(ii) Draftsperson	_____ hrs x _____ rate/hr = _____
Sub-total	_____ hrs _____
Total Engineering Cost	_____
(b) Other Cost	_____
Total Cost (a) + (b)	_____

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

¹ Cost shall be in the currencies of the Contract.

Annex 3. Acceptance of Estimate

(Employer's Letterhead)

To: *[insert Contractor's name and address]*

Date: *[insert date]*

Attention: *[insert name and title]*

Contract Name: *[insert Contract name]*

Contract Number: *[insert Contract number]*

Dear Sirs,

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: *[insert title]* _____
2. Change Request No./Rev.: *[insert number]* _____
3. Estimate for Change Proposal No./Rev.: *[insert number]* _____
4. Acceptance of Estimate No./Rev.: *[insert number]* _____
5. Brief Description of Change: *[insert description]* _____
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in 3 above, in accordance with GC Clause 39 of the General Conditions of the Contract.

(Employer's Name)

(Signature)

(Name and Title of signatory)

Annex 4. Change Proposal

(Contractor's Letterhead)

To: *[insert Employer's Name and address]*

Date: *[insert date]*

Attention: *[insert name and title]*

Contract Name: *[insert Contract name]*

Contract Number: *[insert Contract number]*

Dear Sirs,

In response to your Request for Change Proposal No. *[insert number]*, we hereby submit our proposal as follows:

1. Title of Change: *[insert title]* _____
2. Change Proposal No./Rev.: *[insert number]* _____
3. Originator of Change: Employer: *[insert name of Employer]*
 _____ Contractor: *[insert name of Contractor]*

4. Brief Description of Change: *[insert description]*

5. Reasons for Change: *[insert reason]* _____
6. Facilities and/or Item No. of Equipment related to the requested Change: *[insert description]* _____
7. Reference drawings and/or technical documents for the requested Change:

<u>Drawing/Document No.</u>	<u>Description</u>
8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal:²

	<u>(Amount)</u>
(a) Direct material	
(b) Major construction equipment	
(c) Direct field labor (Total ____ hrs)	
(d) Subcontracts	

² Increase and/or decrease to the Contract Price shall be in the currencies of the Contract.

(e) Indirect material and labor _____

(f) Site supervision _____

(g) Head office technical staff salaries

Process engineer	_____ hrs @ _____ rate/hr	_____
Project engineer	_____ hrs @ _____ rate/hr	_____
Equipment engineer	_____ hrs @ _____ rate/hr	_____
Procurement	_____ hrs @ _____ rate/hr	_____
Draftsperson	_____ hrs @ _____ rate/hr	_____
Total	_____ hrs	_____

(h) Extraordinary costs (computer, travel, etc.) _____

(i) Fee for general administration, _____ % of Items _____

(j) Taxes and customs duties _____

Total lump sum cost of Change Proposal
(Sum of items (a) to (j)) _____

Cost to prepare Estimate for Change Proposal
(Amount payable if Change is not accepted) _____

9. Additional time for Completion required due to Change Proposal

10. Effect on the Functional Guarantees

11. Effect on the other terms and conditions of the Contract

12. Validity of this Proposal: within [number] days after receipt of this Proposal by the Employer

13. Other terms and conditions of this Change Proposal:

(a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within [number] days from your receipt of this Proposal.

(b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

(c) Contractor's cost for preparation of this Change Proposal:

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 6. Pending Agreement Change Order

(Employer's Letterhead)

To: *[insert Contractor's name and address]*

Date: *[insert date]*

Attention: *[insert name and title]*

Contract Name: *[insert Contract name]*

Contract Number: *[insert Contract number]*

Dear Sirs,

We instruct you to carry out the work in the Change Order detailed below in accordance with Clause 39 of the General Conditions.

1. Title of Change: *[insert title]* _____
2. Employer's Request for Change Proposal No./Rev.: *[insert number]*
_____ dated: *[insert date]* _____
3. Contractor's Change Proposal No./Rev.: *[insert number]*
_____ dated: *[insert date]* _____
4. Brief Description of Change: *[insert description]* _____
5. Facilities and/or Item No. of equipment related to the requested Change: *[insert description]* _____
6. Reference Drawings and/or technical documents for the requested Change:

<u>Drawing/Document No.</u>	<u>Description</u>
7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

(Employer's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 7. Application for Change Proposal

(Contractor's Letterhead)

To: *[insert Employer's Name and address]*

Date: *[insert date]*

Attention: *[insert name and title]*

Contract Name: *[insert Contract name]*

Contract Number: *[insert Contract number]*

Dear Sirs,

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: *[insert title]* _____
2. Application for Change Proposal No./Rev.: *[insert number]* _____ dated: *[insert date]* _____
3. Brief Description of Change: *[insert description]* _____
4. Reasons for Change:*[insert reason]* _____
5. Order of Magnitude Estimation (in the currencies of the Contract): *[insert amount]* _____
6. Scheduled Impact of Change: *[insert scheduled impact]* _____
7. Effect on Functional Guarantees, if any: *[insert effect, if any]* _____
8. Appendix:

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 8. Change Order log

[The Contractor shall prepare an up-to-date Change Order log, in accordance with Clause 2 of the Change Order Procedure, and attach a copy of it to the monthly progress report to be submitted to the Employer.]

Drawings

These are included in Volume II of the Bid document

Supplementary Information

[Insert any supplementary information.]

Section VII. General Conditions (GC)

The General Conditions governing this Contract are the Standard General Conditions of Contract set forth in Part 3, Section VII of the Standard Bidding Documents for Procurement of Plant Design, Supply and Installation (version 1.0)) published by JICA in February, 2013. Those General Conditions of Contract are available on the JICA's web site shown below:

[http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/te
nder/index.html](http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html)

A copy of these General Conditions is not attached to these Bidding Documents.

SECTION VIII PARTICULAR CONDITIONS

The following Particular Conditions (PC) shall supplement the General Conditions (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

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1. Definitions	
PC 1.1	<p>The Employer is: Madhya Pradesh Power Transmission Company Limited, Jabalpur 482 008 (M.P.) India.</p> <p>Country of Origin: All countries and area are eligible as indicated in Section V, List of Eligible Countries of Japanese ODA Loans.</p>
PC 1.1	<p><u>Following definitions are added:</u></p> <p><u>MPPTCL:</u> “Madhya Pradesh Power Transmission Company Limited.”</p> <p><u>Plant:</u> The term “Plant” defined in General Conditions, in context of the proposed contract(s) shall mean 220kV or 132kV transmission lines, including but not limited to fabricated Galvanised towers, earth wire/OPGW, Disc insulators, hardware fittings for conductor and earth wire/OPGW, tower accessories and any other material required for erection of such transmission lines to be provided by the Contractor.</p> <p><u>Installation:</u> The term “Installation” defined in General Conditions, in context of the proposed contract(s) shall mean complete erection work including precommissioning activities of transmission line including but not limited to detailed survey or check survey, casting of foundation, tower erection, fixing of insulator strings, other accessories, stringing of conductor, earth wire, fixing of tower accessories, revetment works where ever required and testing & commissioning of transmission line.</p> <p><u>Precommissioning:-</u>The term “Precommissioning” defined in General Condition in context of the proposed contract(s) shall mean checking of Ground clearance, Electrical clearance, proper foundations, checking of all tower structures from the point of view of erection of all members, proper tightening & punching, checking of all required conductor & earth wire accessories at every location and span, fixing of all required tower accessories etc.</p> <p><u>Commissioning:</u> “Commissioning” means operation of the Facilities or any part thereof, if any, by the Contractor as specified in the Bid Document, which operation is to be carried out by the Contractor as provided in GC Clause 25.1 (Commissioning), for the purpose of Guarantee Test(s).</p> <p><u>Guarantee Test(s):-</u> The term “Guarantee Test(s)” defined in General Condition in context of the proposed contract(s) shall mean after precommissioning, the Facilities shall be checked for Insulation resistance, conductor continuity and Phase sequence as stipulated in Technical specification so that the facility is ready for charging.</p> <p><u>Operational Acceptance:-</u> The term “Operational Acceptance” defined in General Condition in context of the proposed contract(s) shall mean the acceptance by the Employer of the entire transmission line by way of issuing a taking over certificate or operational acceptance certificate to the contractor when the Precommissioning and charging of the entire transmission line has been successfully completed or any minor items mentioned in PC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.</p>

	<p>Contract Price: “Contract Price” means the sum specified in the Contract Agreement (if there is a formal agreement), subject to such additions or deductions there-from, as may be made pursuant to the Contract. For the purpose of Liquidated Damages and Contract Performance Guarantee, the “Contract Price” means the sum specified in the Contract Agreement or if there is no formal agreement, the price agreed to be the value of the “contract”.</p>
<p>5. Law and Language</p>	
PC 5.1	The contract shall be governed by and interpreted in accordance with the laws of Union of India.
PC 5.2	The ruling language shall be: English.
PC 5.3	The language for communications is: English.
<p>7. Scope of Facilities</p>	
PC 7.3	Supply of Recommended Spare parts is not included in the scope of the contract.
<p>8. Time for Commencement and Completion</p>	
PC 8.1	The bidder will have to complete all works within the contractual Time Schedule. Accordingly the bidder may plan to commence some of the works at a later date after discussions with the employer, however, all works must be commenced within six months from the effective date.

PC 8.2	The Time for Completion for complete scope of works as given in table below is 24 months counted from the Effective Date as described in Article 3 of the Contract Agreement (Section-IX) :-			
Package No.	Bid Identification No.	Package Name	Details of Works/ Project Sites	Route length (Kms)
7-2	JICA-II/ MPPTCL / TR-208	Construction of 132kV Transmission Lines on turnkey basis. (ACSR conductor will be supplied by MPPTCL) (Package No.- 7-2)	Construction of MugaliaChhap 220 kV - Mahwadia 132kV DCDS Line	10
			Construction of Panagar 220 kV -Dheemarkheda 132kV DCSS Line.	65
			Construction of Prithivipur - Orchha 132kV DCSS Line	30
			Construction of Udaipura - Tendukheda 132kV DCSS line	45
			Construction of Gohad - Gormi 132kV DCSS line	25
			Construction of Narsinghgarh - Suthaliya 132kV DCSS line	50
Total project completion period for all the works mentioned above shall be 24 (Twenty Four) months from effective date which includes initial mobilization period and also rainy season).				
9. Contractor's Responsibilities				
PC 9.1	<p>Replace the existing clause as under:</p> <p>Design services are not covered under the scope of this Bid Identification. The Contractor shall manufacture including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract & as per the design details provided by the Employer.</p> <p>Complete design details for tower structure, foundation and technical specification for all other associated materials and works shall be made available by Madhya Pradesh Power Transmission Company Limited and therefore "Design Services" of any nature for any of these field shall not be required.</p>			
12. Terms of Payment				
PC 12.3	The existing clause is replaced as under:			

	No interest shall be paid by employer on delayed payment.
13. Securities	
PC 13.2	The following will be applicable for type of acceptable Advance Payment Security as per GCC 13.2.2: Bank Guarantee issued by a reputable bank located in India or abroad, acceptable to the Employer, in the format included in Section IX.
PC 13.3.1	The amount of performance security shall be: 10% (Ten percent) of the Contract Price. The currency shall be the currency of Employer's Country or as per the currency for the payment quoted by the Contractor. In case, the Contractor quoted more than one currency, then the performance security shall be in the proportionate percentage of the currencies quoted by the Contractor. The amount of performance security will be specified at the time of awarding the contract to successful Contractor.
PC 13.3.2	The types of acceptable Performance Securities are: Unconditional and Irrevocable Bank Guarantee issued by a scheduled bank located in India acceptable to the Employer, in the format included in Section IX.
PC 13.3.3	The Performance Security shall not be reduced on the date of the Operational Acceptance. The Performance Security for full amount shall remain operative to cover the defect liability period as provided in GC Clause 27.2.
14. Taxes and Duties	
PC 14.2 (c) (new para)	All the customs and import duty shall be borne by MPPTCL. Although financial commitment is to be borne by MPPTCL, these payments shall be made by the contractor initially and claimed as reimbursement from MPPTCL along with the reimbursement of other tax claims of the scheme as detailed in the term of payment on submitting documentary proof of payment evidence.
PC 14.3	The existing clause is replaced as under: For taxes applicable in Employer's country, the following conditions shall apply: <ul style="list-style-type: none"> i. For the plant manufactured in India, applicable Goods and Services Tax (GST) shall be paid to the concerned taxation authority by the contractor and the taxes shall be paid to the contractor by the Employer. ii. If any tax exemptions, reductions, allowances or privileges are 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 such tax savings to the maximum allowable extent. iii. The Contractors are requested to note that Deemed Export Benefits are not available in JICA funded Projects.

	<p>iv. If any other tax or duty becomes payable during the currency of the contract the same shall be paid extra as per actual, on submission of evidence of, having paid the same as per the rules. The rates shall be quoted exclusive of such levies.</p> <p>v. The responsibility for timely payment of applicable “Goods and Services Tax (GST) and any other statutory levy shall rest on the contractor. The Goods and Services Tax (GST) would be paid to the concerned/ reimbursed to the contractor separately by the Employer based on prevailing regulation. To claim reimbursement/payment of tax, contractor should ensure that the Goods and Services Tax (GST) amount should be clearly mentioned in each bill of Supply, Installation and civil works.</p> <p>vi. MPPTCL would not bear any responsibility for initial payment of Goods and Services Tax (GST) to concerned department. It would be the responsibility of the Contractor to ensure payment of Goods and Services Tax (GST) based on prevailing regulation to concerned authority within stipulated time. In case if prevailing regulation require payment of a portion of Goods and Services Tax (GST) directly by MPPTCL, the same will be paid by MPPTCL on the basis of amount indicated by the contractor in the R.A. Bill. The Contractor is required to quote Goods and Services Tax (GST) in his offer as per prevailing rules supported with a copy of Goods and Services Tax (GST) rule.</p> <p>vii. In case of delay beyond contractual time for completion /extended period (without penalty), Goods and Services Tax (GST) prevailing on the date of actual delivery/execution of work OR the Goods and Services Tax (GST) prevailing within the contractual period /extended period (without penalty), whichever is lower shall be payable.</p> <p>viii. The Cess applicable on ‘Contract Price’ @ 1% (present rate), shall be deducted by MPPTCL from Supply, and Installation/Civil R.A. bills before release of payment.</p>
PC 14.4	<p>Following subpara is added at the end of existing clause:</p> <p>Statutory variation is permissible on the payments for the supply of materials/ works executed during the delivery period. In case of delayed delivery, the Statutory variation prevailed on the date of actual delivery or the Statutory variation applicable on the contractual delivery period whichever is less shall be admitted.</p>
16. Confidential Information	
PC 16.6	<p>This sub clause may be added;</p> <p>The design rights of towers/foundations provided by the Employer to the contractor for completion of the facilities will be strictly reserved with Employer and the contractor shall not use it for any other work in future.</p>
18. Work Program	
PC 18.2	<p>Following subpara is added at the end of existing clause:</p> <p>The Contractor shall submit a detailed month wise programme of supply of various items of plant and completion of various activities of Installation</p>

	work in the form of “BAR CHART” and “SUB BAR CHARTS” (as per the guidelines given in clause 1.14, Section VI, Volume-I of the Bidding document) at the time of award of contract. This ‘BAR CHART’ will, for all purposes, form a part of the contract.
PC 18.3	The Contractor shall submit a progress report to the Project Manager every fortnight.
PC 18.4	Following sub clause may be added to the existing clause:- Besides above, a periodical review meeting between Contractor and Employer shall be held quarterly to analyze the scheduled and actual progress, targets for the next quarter and to sort out bottlenecks, if any, to ensure completion of work within the Time schedule specified in the contract. The Contractor will attend the above meetings along with necessary information in respect of supply and installation activities.
PC 18.5	Replace the existing sub para by the following:- The Contractor may execute the Contract in accordance with its own standard project execution plans duly approved by the Employer and procedures to the extent that they do not conflict with the provisions contained in the Contract.
PC 18.6	Add following sub clauses; Safety Plan: (i) The Contractor shall include concrete safety measure in the programme. Employer shall review the programme submitted by the contractor from the point of view of securing the safety during construction and may ask to submit further details if necessary. (ii) During the supervision of installation work, Employer shall confirm that an Accident Prevention Officer, proposed by the bidder is duly appointed at the Project site & that the construction work is carried out according to the Safety Plan as well as the safety measures prescribed in the programme. If Employer observes any short comings regarding the safety measures in general, the bidder shall make appropriate improvements.
19. Subcontracting	
PC 19.1	Add following sub clause; Details of plant manufacturers for major items of supply and their experience requirement to be submitted.
20. Design and Engineering	
PC20.1.1 & 2	Existing clauses are replaced as under: Complete design shall be made available by MPPTCL.
21. Procurement	
PC 21.3.2	The existing clause is replaced as under: The mode of transportation within the employer’s country for the plants covered in the contract shall be, by road transport/any convenient mode.

<p>PC 21.3.3</p>	<p>The existing clause is modified to the following extent:-</p> <p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>FOR PLANT SUPPLIED FROM ABROAD AS PER INCOTERM CIP :-</p> <p>Upon shipment, the Contractor shall notify the Employer and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Plant, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Contractor shall send the following documents to the Employer, with a copy to the Insurance Company.</p> <p>(a) Copy of the invoice showing the description of the Goods, quantity, unit CIP price and total amount;</p> <p>(b) Copy of on-board bill of lading marked “ freight prepaid”</p> <p>(c) Copy of the packing list identifying contents of each package;</p> <p>(d) Copy of the Marine & Inland Insurance certificate;</p> <p>(e) Copy of test certificate approval and Despatch Instructions issued by the Employer combined or separately.</p> <p>(f) Certificate of Origin.</p> <p>(g) Manufacturer’s or Contractor’s Warranty Certificate</p> <p>The Employer shall receive the above documents at least two weeks before arrival of the Goods at the port or place of arrival and, if not received, the Contractor will be responsible for any consequent expenses.</p> <p>FOR PLANT SUPPLIED FROM WITHIN THE EMPLOYER’S COUNTRY AS PER INCOTERM EXW INCLUDING FREIGHT & INSURANCE CHARGES.</p> <p>Upon delivery of the Plant to the transporter, the Contractor shall notify the Employer and send the following documents to the Employer;</p> <p>(a) Copy of the invoice showing the description of the Goods, quantity, unit ex-works price and total amount;</p> <p>(b) Copy of Motor Transport Receipt (MTR) of a transport contractor approved by Indian Bankers Association.</p> <p>(c) Copy of test certificate approval and Despatch Instructions issued by the Employer combined or separately.</p> <p>(d) Copy of packing list identifying contents of each package.</p> <p>(e) Copy of the Insurance certificate.</p> <p>(f) Certificate of origin.</p> <p>(g) Manufacturer’s or Contractor’s Warranty Certificate.</p> <p>The Employer shall receive the above documents before the arrival of the Goods and, if not received, the Contractor will be responsible for any consequent expenses.</p>
<p>PC 21.4</p>	<p>Add following sub clause;</p> <p>When customs duty availed is re-imbursed for payment it will be restricted to the actuals on receipt of bill of entry. In case the duty leviable is eligible for concessional tax the same may be availed by the contractor.</p>

22. Installation	
PC 22.1.1	<p>Add following sub clause:-</p> <p>(a)The Contractor shall obtain necessary vendor, drawing, Guaranteed technical particulars and Type test approvals as per specification and IS for equipments/materials.</p> <p>(b) All manufacturing, fabrication and installation work under the scope of contractor, prior to approval of the drawings shall be at the Contractor's risk. The work shall be carried out based on approved design and other details given in technical specification (Volume-II). Deviations, if any, from the approved/specified conditions shall be brought to the notice of Project Manager before taking up the work. The rectification work if any may be taken up by the contractor only on receipt of permission from the employer.</p> <p>(c)If at a later date, it is found that the works carried out by the Contractor are not according to the approved design, drawing & specifications and are without specific approval, the entire payments made to the Contractor for carrying out such works shall be withheld from subsequent bills and the Contractor will have to rectify the same without extension of time.</p>
PC 22.2.1	<p>Following may be added:</p> <p>If the Contractor propose to use contract labour for carrying out various installation activities, necessary permission as per Contract Labour (Regulation & Abolition) Act 1970, Article 12 D (1) may please be obtained from Labour, Commissioner, and submitted to the Order Placing Authority.</p> <p>Payment to daily wages workers shall be made by the contractor in accordance with minimum wages prescribed by the State Govt. in presence of Employer's representative not below the rank of an Assistant Engineer and ensure EPF deduction according to the EPF Act, 1952 with latest amendments. Every employee shall have to be enrolled for the membership of Employees Provident Fund from the date of his joining i.e. deductions towards E.P.F. are to be effected from the 1st day of employment. The contractor shall have to maintain paid muster roll and obtain a certificate from the Employer regarding payment of minimum wages and EPF deductions made in his presence. The paid muster roll shall be produced for inspection of Govt. Inspector or Employer's Officer as and when called for.</p> <p>In case the contractor fails to make payment of wages or remittance of EPF contribution in accordance with provision of Law, Employer shall be liable to make payment of unpaid amount of wages to labour employed by contractor and to EPF Authorities and recover amount so paid from contractor from thier next unpaid bill under any contract.</p> <p>It may explicitly be noted by the Contractor that any cost to be incurred by the employer due to default in compliance of minimum wage, EPF act provisions or any other act related to wages, the same shall be recovered from Contractor.</p> <p>Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall</p>

provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work. Superintendence shall be given by a sufficient number of persons having adequate Conditions of Contract for Construction MDB Harmonised Ed. June 2010 - General Conditions.

For participating development bank financed contract use only. No reproduction of this document is permitted. knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

"The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- persists in any misconduct or lack of care,
- carries out duties incompetently or negligently,
- fails to conform with any provisions of the Contract, or
- persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person."

The Contractor shall submit, to the Employer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Employer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Operational Acceptance Certificate for the Works.

"The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours 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 be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial."

<p>PC 22.2.3</p>	<p>Add at the end of the first paragraph:</p> <p>The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.</p> <p>Add at the end of the third paragraph:</p> <p>..as well as preserve peace and protection of persons and property on and near the Site.</p>
<p>PC 22.2.3.2 (new para)</p>	<p>The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments.</p>
<p>PC 22.2.3.3 (new para)</p>	<p>If the Employer is caused to pay under any law as principal employer such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notifications/ byelaws/Acts/ Rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor under this contract with the employer including his amount of performance security for adjusting the aforesaid payment. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.</p>
<p>PC 22.2.5</p>	<p>Working Hours</p> <p>Normal working hours shall be as per governing Act of Employer's country. and will not exceed 8 hrs in a day. The contractor is required to specify the starting and finishing times of normal working hours in his bid.</p>
<p>Addition to Sub- Clause GCC 22.2.6</p>	<p>During construction, temporary camp facilities to house the workers shall be in accordance with the national local standards, and the best practice including the guidelines for worker's accommodation (Reference Document: "Workers' Accommodation: Processes and Standards" issued by IFC/EBRD 2009"); these include provision of safe housing, availability of electricity, plumbing, water and sanitation, adequate fire protection and dormitory/room facilities.</p>
<p>Addition to Sub- Clause GCC 22.2.7, 3rd para</p>	<p>Third paragraph of the Sub-clause shall read as follows:</p> <p>The Contractor shall send, to the Project Manager, details of any accident and incidents as soon as practicable after its occurrence. T the contractor(s) shall promptly within 3 working days after the occurrence of any of the events set out in this Sub-clause, supply to Employer (i) details of any incident of an environmental nature (including without limitation any explosion, spill or workplace accident which results in death, serious or multiple injuries or material environmental contamination) or any incident of a social nature (including without limitation any violent labour unrest or dispute with local communities), occurring on or nearby any site, plant, equipment or facility of the project which has or is reasonably likely to have a material negative impact on the environment, the health, safety and security situation, or the social and cultural context, together with, in each</p>

	case, a specification of the nature of the incident or accident and the on-site and off-site effects of such events and (ii) details of any action the contractor(s) proposes to take in order to remedy the effects of these events, and shall keep PGCIL informed about any progress in respect of such remedial action.
Addition to Sub-Clause GCC 22.2.16	Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
PC 22.2.17	<p>Add following:-</p> <p>The Contractor shall submit the procedures & programme on regular basis for Environmental Monitoring during construction activity and execution of work;</p> <p>(a) Air quality: All precautionary steps will be taken to minimize air pollution</p> <p>(b) Surface Ground Water: All construction activities will be strictly monitored to avoid contamination of water due to oil spill, disposal of solid wastes, spoils, construction material and waste water.</p> <p>(c) Noise/ Ground Vibration: This attribute will be monitored to minimize the noise emission due to construction activities and ground vibration due to blasting and compacting activities.</p> <p>Employer shall check all these measures for Environmental Monitoring and submit the report and monitoring results to JICA on Half Yearly basis.</p>
23. Test and Inspection	
PC 23.12	<p>23.12 Add following sub-clause:-</p> <p>(a) The contractor shall give Employer reasonable notice in writing, at least 15 days in advance, of the date and the place at which Plant and any part of the Facilities will be ready for testing and/or inspection as provided in the contract. The Employer shall attend at the place so named otherwise grant waiver of inspection on receipt of satisfactory work's test reports from the Contractor.</p> <p>(b) No Plant may be despatched and delivered to site without Employer's written permission in the form of " Test Certificate approval and Despatch Clearance"</p>
24. Completion of the Facilities	
PC 24.2	<p>This clause stands replaced by the following clause:-</p> <p>Within Seven (7) days after receipt of notice from the Contractor under GC 24.1 the Employer will request the contractor to take up precommissioning of Facilities. The requirements of Precommissioning of the Facilities have been stipulated in Technical specification which include checking of Ground clearance, Electrical clearance, proper foundations, checking of all tower structures from the point of view of erection of all members, proper tightening & punching, checking of all required conductor & Groundwire accessories at every location and span, fixing of all required tower accessories etc. after completion of the facilities</p>

PC 24.3	<p>The existing clause is modified to the following extent:-</p> <p>The operating and maintenance personnel & raw materials, utilities, lubricants, chemicals, catalysts, facilities, services etc. are not to be provided by the Employer for the purpose of Precommissioning of the facilities.</p>
25. Commissioning and Operational Acceptance	
PC 25.1.2	<p>This clause stands replaced by the following clause:-</p> <p>No persons or raw material etc. are to be provided by the Employer for Commissioning of facility.</p>
PC 25.4.1	<p>This clause stands replaced by the following clause:-</p> <p>Unless otherwise agreed by Employer, completion and commissioning shall be carried out for the entire Facilities in place of part of the Facilities.</p>
26. Completion Time Guarantee	
PC 26.2	<p>In case of delay i.e. work completed after contractual time schedule as per approved agreed BAR CHART, the Liquidated damage (LD) shall be levied @ 0.5% of the total contract price of work per week or part thereof subject to maximum of 10% of the contract price of that particular work. Details of works have been listed out in Section-VI, Employer's Requirements.</p> <p>Contractor not giving clear and specific acceptance to the above clauses will be considered as non-responsive.</p> <p>The Contractors are liable to pay the amount of loss sustained by the employer in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the board under the terms of conditions of contract and order will be placed for such quantities on some others at a higher price. This is without prejudice to other rights under the terms of the contract.</p>
PC 26.3	<p>No bonus will be given for earlier Completion of any of the Facilities or part thereof.</p>
27. Defect Liability	
PC 27.2	<p>The first para is replaced as under:-</p> <p>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 (24) months thereafter.</p>
PC 27.8	<p>The clause is replaced as under:-</p> <p>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 Thirty Six (36) months after the date of Operational Acceptance of the Plant or the relevant part thereof.</p>

28. Functional Guarantees	
Following sub-clauses may be added:-	
PC 28.5	For the plants to be provided by the contractor, it will be his responsibility to take delivery, unload and store the plants at site and execute an Indemnity Bond (as per proforma enclosed in Bidding Documents) for the plants consumed in installation in favour of the Employer against loss, damage and any risks involved for the full value of the plants. This indemnity bond shall be furnished by the contractor before commencement of the supplies and shall be initially valid till the scheduled date of commissioning and handing over of the works to the Employer.
PC 28.6	For the plants to be provided by the Employer, the contractor shall take delivery of plants after executing an indemnity bond against loss, damage and any risks involved, for the full value of the materials. This indemnity bond shall be initially valid till the scheduled date of testing, commissioning and handing over the equipment to the Employer.
32. Care of Facilities	
PC 32.2	The existing clause is modified to the following extent:- The payment of loss or damage to the contractor's temporary facilities shall be made by the Employer as per the rates as mutually agreed upon.
35. Unforeseen Conditions	
PC 35.2	The existing clause is modified to the following extent:- Additional cost and expense incurred by the contractor shall be paid by the Employer to the contractor as per the rates as mutually agreed upon.
38. War Risks	
PC 38.4	The existing clause is modified to the following extent:- The increased costs or incidentals to the execution of the contract shall be paid by the Employer to the contractor as per the rates as mutually agreed upon.

39. Change in Facility	
PC 39.1.5	Following sub-clauses may be added:-
	<p>(a) The Employer reserves the right to increase or decrease up to 15% (Fifteen percent only) of total contract price and consequent change in the quantity of Plant & installation services specified without any change in unit price or other terms & conditions during the execution of the contract. However, the quantities of the individual items and services of the works covered under the contract may vary upto any extent and payment will be allowed as per actual quantities supplied and as per actual work done within the awarded contract Price. However in case total payment against the contract exceeds contract Price the proposal for revision of contract Price will be submitted by the contractor to Project Manager of MPPTCL and the order revision will be communicated by order placing authority of the Employer.</p> <p>(b) The contractor will be required to submit proposal for revision of contract value based on final requirement of towers and classification of foundations based on actual site conditions immediately after classification of all foundations for approval of the Employer. The proposal will be submitted to the Project Manager appointed by the employer.</p> <p>(c) The employer will examine the proposal submitted by the contractor and convey decision for revision of order provided the revised commitment is within 15% of the contract value. In case if the commitment exceeds 15% of the contract value, proposal submitted by the contractor will be examined by the Employer and decision will be conveyed to the contractor at the earliest after obtaining competent approval. However, the work shall not be held up by the contractor for want of revision of order value.</p>
45. Disputes and Arbitration	
PC 45.1	The DB shall be appointed within thirty (30) days after a dispute is raised by either party and DB.
PC 45.2	Appointment (if not agreed) to be made by: Principal, Government Engineering College, Jabalpur (India).
PC 45.5(a)	<p>Replace the existing clause with the following clause:-</p> <p>(i) Arbitration proceedings in case of Indian contractors shall be conducted in accordance with laws of India (Indian Arbitration and Conciliation Act of 1996).</p> <p>(ii) Arbitration proceedings in case of Foreign contractors shall be administered by the ICC and conducted under the ICC Rules of Arbitration</p>
PC 45.5(b)	<p>Replace the existing clause with the following clause:-</p> <p>The place for Arbitration shall be “Jabalpur (Madhya Pradesh), India” for Indian bidders.</p>

Section IX. Contract Forms

Notes on Contract Forms

This Section contains the Letter of Acceptance, the Contract Agreement and Appendices to the Contract Agreement which, once completed, will form part of the Contract.

The Letter of Acceptance will be the basis for formation of the Contract. The Standard Form should be filled in and sent to the successful Bidder only after evaluation of Bids has been completed, subject to concurrence by JICA.

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Notification of Award - Letter of Acceptance

[on letterhead paper of the Employer]

[insert date]

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number]* for the Accepted Contract Amount of the equivalent of *[insert amount in numbers and words]* *[insert 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 IX, Contract Forms, of the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT is made the _____ day of _____, _____,

BETWEEN

(1) **Madhya Pradesh Power Transmission Company Limited**, a corporation incorporated under the laws of **India** and having its principal place of business at **M.P. Power Transmission Company Limited, Block No.3, Shakti Bhawan, Jabalpur- 482 008. M.P. 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 to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. **Construction of transmission lines on turnkey basis (ACSR conductor will be supplied by MPPTCL). - (Package No.- 7-2)** (“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 GC Clause 2)

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

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Technical Bid
- (c) Letter of Price Bid
- (d) Particular Conditions
- (e) General Conditions
- (f) Employer’s Requirements
- (g) Other completed Bidding Forms submitted with the Bid
- (h) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans
- (i) Bar Chart and Sub Bar Charts for supply of plant and Installation Service
- (j) (Any other documents shall be added here)

1.2 **Order of Precedence** (Reference GC Clause 2)

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

1.3 **Definitions** (Reference GC Clause 1)

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

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

2.1 **Contract Price** (Reference GC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[insert amount of foreign currency portion in words]*, *[insert amount in figures]* as specified in Price Schedule No. 5 (Grand Summary) and *[insert amount of local currency portion in words]*, *[insert amount 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 GC Clause 12)

The terms and procedures for payment according to which the Employer will reimburse the Contractor are given in the Appendix -1(Terms and Procedures for Payment) hereto.

The Employer may instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of *[insert amount equal to the total named in Schedule-1 less than advance payment to be made for Plant 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 upon which the period until the Time for Completion of the Facilities shall be counted from is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the Performance Security and the advance payment guarantee.
- (c) The Employer has paid the Contractor the advance payment

The contractor shall submit Performance Security and the advance security alongwith invoice for advance payment within 28 days of issue of Notification of award. Each party shall use its best efforts to fulfill the above conditions for

which it is responsible as soon as practicable.

**Article 4.
Communi-
cations**

4.1 The address of the Employer for notice purposes, pursuant to GC 4.1 is:

Attention: *Chief Engineer (Procurement)*

Address: *M.P. Power Transmission Company Limited*

Block No.3, Shakti Bhawan, Rampur

City: *Jabalpur.*

ZIP Code: *482 008*

Country: *India*

Telephone: *91-761-2661450, 91-2702164/2702135/
2702134*

Facsimile number: *91-761-2665593.*

Electronic mail address: *mptransco@nic.in*

4.2 The address of the Contractor for notice purposes, pursuant to GC 4.1 is: *[insert 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 Term 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 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 for Payment

In accordance with the provisions of GC Clause 12 (Terms of Payment), the MPPTCL shall pay the Contractor in the following manner on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties.

(A) Terms of Payment

Employer shall pay the Contractor in the following manner based on the Price Breakdown given in the section on Price Schedules on **monthly** basis. Bills for payment in respect of Plant consumed and work component complete in all respect in each **month** shall only be claimed by the Contractor. No claim of partly completed work activity shall be entertained. . **The bidders may please explicitly note that the payment shown through JICA may be paid by the Employer directly as and when decided by the Employer.**

1.1 ADVANCE PAYMENT:- The Employer will make following advance payment:

1.1.1 Advance (due after signing contract agreement):- Advance payment equal to 10% of the Contract Price including Goods and Services Tax:-

1.1.1.1 In “Foreign Currency: Employer shall pay to the Contractor Ten percent (10%) of the **Contract Price including Goods and Services Tax** as an advance payment after execution of contract agreement, submission and acceptance of Performance guarantee, and Advance payment guarantee. The same shall be paid as per the “**Commitment Procedure of payment of JICA**”, on submission of valid claim complete in all respect in the **prescribed format**. An Advance Payment Security in the form of a Bank Guarantee for an amount equal to the advance amount initially valid till the contract period and extendable upto the date of adjustment of advance, is to be submitted by the contractor. The “Advance payment Security” shall be in the form as specified in Section IX. The letter of credit (LC) shall be established by the EMPLOYER and the LC opening charges shall be borne by the Contractor.

1.1.1.2 In “Currency of Employer’s Country: Employer shall pay to the Contractor Ten percent (10%) of the **Contract Price including Goods and Services Tax** as an advance payment after execution of contract agreement, submission and acceptance of Performance guarantee, and Advance payment guarantee. The same shall be paid as per the “**Reimbursement Procedure of payment of JICA**”, on submission of valid claim complete in all respect in the **prescribed format**. An Advance Payment Security in the form of a Bank Guarantee for an amount equal to the advance amount initially valid till the contract period and extendable upto the date of adjustment of advance, is to be submitted by the contractor. The “Advance payment Security” shall be in the form as specified in Section IX. The GST shall be paid from Employer’s fund for which separate invoice will be submitted.

1.2 80% payment of CIP/FORD price of Plant consumed (excluding GST) after adjustment of advance:

1.2.1 In “Foreign Currency: 80% payment of CIP Price of the Plant consumed as certified by the concerned Project Manager of EMPLOYER shall be paid on submission of bills in prescribed format. The advance will be adjusted from the R.A. Bills. The same shall be paid as per the “Commitment payment Procedure of JICA”.

1.2.2 In “Currency of Employer’s Country: 80% payment of FORD Price of the Plant consumed (excluding GST) as certified by the concerned Project Manager of EMPLOYER shall be paid on submission of bills in prescribed format. The advance will be adjusted from the R.A. Bills. The same shall be paid as per the “Reimbursement payment Procedure of JICA”.

1.3 80% payment of Installation Services carried out (excluding GST) after adjustment of advance:

1.3.1 In “Foreign Currency: 80% payment of Installation Services carried out (excluding GST), on the basis of measured value of accepted completed work activities as certified by the concerned Project Manager of EMPLOYER shall be paid on submission of bills in prescribed format. The advance will be adjusted from the R.A. Bills. The same shall be paid as per the “Commitment payment Procedure of JICA”.

1.3.2 In “Currency of Employer’s Country: 80% payment of Installation Services carried out (excluding GST), on the basis of measured value of accepted completed work activities as certified by the concerned Project Manager of EMPLOYER shall be paid on submission of bills in prescribed format. The advance will be adjusted from the R.A. Bills. The same shall be paid as per the “Reimbursement payment Procedure of JICA”.

1.4 90% payment of GST(10% paid as advance):

The GST will be applicable on supply of plants and installation Services in India. The Employer shall pay to the Contractor balance Ninety percent (90%) amount of GST on submission of separate monthly claims complete in all respect in prescribed format along with supply and Erection R.A. bills for which copy of GST paid Challan shall also be enclosed. The same shall be paid as per the “Reimbursement payment Procedure of JICA”. The GST shall be paid from Employer’s fund for which separate invoice will be submitted.

1.5 90% payment of CIP/FORD price and applicable GST of extra plant supplied:

1.5.1 In “Foreign Currency: The same shall be paid on submission of valid claim complete in all respect. Contractor will claim **90% payment** of CIP price of the extra plant supplied on submission of bills in prescribed format. The payment shall be claimed **on commissioning of work** and shall be made **after adjustment of 10% advance**. The same shall be paid as per the “Commitment payment Procedure of JICA”.

1.5.2 In “Currency of Employer’s Country: The same shall be paid on submission of valid claim complete in all respect. Contractor will claim **90% payment** of FORD price & applicable GST of the extra plant supplied on submission of bills in prescribed format. The payment shall be claimed **on commissioning of work** and shall be made **after adjustment of 10% advance**. The same shall be paid as per the “Reimbursement payment Procedure of JICA”.

1.6 Balance 10% payment of CIP/FORD price of Plant consumed and Installation Services carried out (excluding GST) in “Foreign Currency and in “Currency of Employer’s Country:

Balance 10% payment (retention money) of CIP/ FORD Price of the Plant consumed and Installation Services carried out as certified by the concerned Project Manager of EMPLOYER shall be paid on commissioning of work and finalization of liabilities on submission of bills in prescribed format after recovery of **Liquidated damage (LD) or pending liabilities if any**. The same shall be paid as per the “Reimbursement payment Procedure of JICA”.

1.7 100% Payment of Price Adjustment of Plant including GST in “Foreign Currency and in “Currency of Employer’s Country:

The same shall be paid as per the “Reimbursement Payment Procedure of JICA”, on submission of valid bills complete in all respect in prescribed format, irrespective of the currency of the contract after adjustment of advance, Liquidated damage (LD) if any. The GST on price adjustment shall be paid from Employer’s fund for which separate invoice will be submitted.

1.8 Due date of Payment:-

- (i) All payments (except advance and retention) shall be paid on completion of 30 days from the date of submission of valid claim complete in all respect.
- (ii) The advance will be released within seven days from the date of submission of valid claim complete in all respect.
- (iii) The retention/refund/reimbursement/ Price variation bills will have due date as “immediate.”

1.9 It may please be noted that while admitting bills, LD if any applicable will be deducted first followed by instalment of advance.

(B) Procedures to be adopted by the Contractor for preparation and submission of bills and procedure for release of payments by MPPTCL

Payment of 80% (**90% if no advance is taken**) cost of Plant consumed and Installation Services (along with 100% GST) for the work shall be made only on the basis of quantity installed (erected) complete in all respect, as certified by concerned Project Manager irrespective of the quantity of Plant supplied and incomplete installation by the Contractor. No claim of partly completed work activity shall be entertained.

Complete guidelines are given hereunder:

2.1 Guidelines for preparation of bills

2.1.1 Preparation of Bills

It may be explicitly understood by the contractor that regulation of all payments shall be made on **monthly** basis for the activities which are to be completed by the Contractor as per agreement between the Contractor and Employer. Thus, against each work the contractor will claim payments for the activities which will be completed by him in each **month** and for this purpose the following **two** bills will be submitted in the first week of next **month**:-

Supply R.A. Bill:-	Bill covering supply of plant which will be paid on the basis of unit rate stipulated in the contract.
Installation R.A. Bill	Bill towards construction activities for individual activity of transmission line work which will be worked out on the basis of break-up of unit rates stipulated in the contract.

The above two separate bills, upon certification by employer's Project Manager, will be paid according to procedure prescribed in the bid document. *The quantity of plant that becomes surplus due to revision of profile etc. shall be accepted by employer. In such case, the same shall be paid as extra plant supplied in the last Supply RA bill.*

2.1.2 Precaution to be taken by the contractor during completion of construction activities to avoid dispute regarding rejection/non admittance of Running Account (R.A.) Bills of Installation and supply.

2.1.2.1 Precaution in regard to completion of activities related to Survey work:

Payment for Check survey/Detailed survey work (Kilometer wise) shall be claimed in Installation R.A. Bill.

2.1.2.2 Precaution in regard to completion of activities related to Foundation work:

Payment for Foundation work as per approved design (location wise) shall be claimed in Installation R.A. Bill. The payment for foundation of tower shall be admitted only after completion of all activities related with foundation work i.e. excavation, stub setting, earthing work, reinforcement, concreting and backfilling with excavated & borrowed earth and consolidation of earth, carriage of surplus earth to the suitable point of disposal as required by the employer or any other related work required for completion of foundation work. The payment for supply is to be claimed in supply R.A. Bill.

2.1.2.3 Precaution in regard to completion of activities related to Tower Erection work: -

- a) Payment for Tower erection complete with punching of bolts including tack welding of bolts & nuts (location wise) shall be claimed in Installation R.A. Bill.
- b) As specified in the bid document, the Contractor shall quote the rate for tower erection and punching of bolts including all round peripheral welding of bolts & nuts work on unit rate basis as mentioned in **Schedule-4 of Section-IV**. However, it may please be noted that payment for tower erection work including extensions shall be made only after 100% complete erection of each type of tower/extension on per location basis on the basis of approved Bill of material weight including bolts and nuts etc.
- c) It may be noted by the contractor that payments for supply of towers with or without extension shall be made on the basis of completed structures with all component viz. stub & cleats, main tower structure, extension for tower if any, bolts and nuts and earthing sets on the basis of unit rates indicated in price schedule of the contract for supply of MS Steel sections, HT Steel sections, bolts and nuts and earthing sets. The payment for supply is to be claimed in supply R.A. Bill.

2.1.2.4 Precaution in regard to completion of activities related to stringing work: -

The payment for stringing work viz. hoisting of insulator strings, laying, stringing, tensioning, clamping, jointing of conductors & OPGW/Ground-wire, fixing of accessories like vibration dampers, G.I. earth bond etc. and final jumpering (kilometer wise) shall be claimed in Installation R.A. Bill. The material cost of these items consumed shall be claimed in corresponding supply R.A. bill.

2.2 Specific Points to be noted by the Contractor for Claiming Payment:

- 2.2.1 For claiming all types of payments, the documents as specified in "Payment Procedure" complete in all respects should be submitted.
- 2.2.2 Raising of proper claim complete in all respect is the responsibility of contractor.
- 2.2.3 The quantities to be indicated in contract award shall be provisional. There may be a possibility of variation in quantities required to be executed. Therefore, it shall be the responsibility of the contractor to get adjusted the balance outstanding advance within contractual period in the last 2/3 supply/ installation bills. The employer reserves the right to not only recover such amount at a later date but also to **recover interest on such amount from the date of contractual completion period upto the actual date of adjustment of outstanding advance @ 2% per month on pro rata basis.**
- 2.2.4 The contractor shall ensure that only valid and proper claims are made for payment of Plant consumed and Installation work carried out. In the event if it is

found that any claim, not due as per contract, has been claimed and payment received then such payments shall be refunded back to MPPTCL within three working days on receipt of notice of the MPPTCL in this regard. The employer reserves the right to not only recover such amount at a later date but also to **recover interest on such amount from the date of payment of such amount upto the date of recovery @ 2% per month on pro rata basis.**

2.3 The following documents are required to be submitted for claiming payments:

2.3.1 For advance payment of 10% of the contract Price of plant including Goods and Services Tax (on acceptance of advance payment security in the form of Bank Guarantee):-

- a. Four copies of the contractor's invoice in prescribed format showing the contract no. and date. The advance for supply and Installation services shall be shown separately.
- b. Four copies of "Claims for Payment" (**Form CFP enclosed**)
- c. Four copies of Advance Payment Security Bank Guarantee acceptance letter of employer.

2.3.2 For 80% payment (90% payment if no advance is taken) of CIP/FORD price of Plant consumed:-

- a. Four copies of the Contractor's invoice along with supply R.A. bill in prescribed format showing the contract No. & date, description of the plant as per the contract, name of Installation work, quantity consumed in Installation work carried out, period of bill (**month**) unit **CIP/ FORD** Price. Invoice should be duly certified by the Project Manager of employer and countersigned by concerned Superintending Engineer (EHT-Constn.) Circle.
- b. Four copies of contractor's certificate that plant has been delivered and installed complete in all respects, at site as per Proforma-I.
- c. Four copies of test certificate approval issued by the employer.
- d. Four copies of Certificate of validity of Insurance Policy.
- e. Four copies of "Claims for Payment" (Form CFP enclosed).
- f. Four copies of certificate of the contractor that applicable taxes and duties have been paid to the concerned authorities.
- g. Four copies of Advance BG acceptance letter of MPPTCL (if advance payment received).
- h. Four copies of a clear certificate mentioning bill details, details of project site/ destination as per Proforma-III should be submitted to certify that there is "no negative price variation" on the date of the Plants consumed, covered under the above bill. (Applicable if the RA Bill includes material on which PV is payable).

In case if there is negative price variation, then contractor will have to submit calculations towards price adjustment supported by IEEMA/equivalent indices alongwith the bills. Certificate in this respect required to be given as per Proforma-IV.

2.3.3 For 80% payment (90% payment if no advance is taken) of Installation Services carried out:-

- a. Four copies of the contractor's invoice along with Installation R.A. bill in prescribed format showing the description of the activities, quantity, unit price and total amount. Invoice should be duly certified by the Project Manager of Employer and countersigned by concerned Superintending Engineer (EHT-Constn.) Circle.
- b. Four copies of contractor's certificate that installation activities have been completed in all respects, at site.
- c. Four copies of "Claims for Payment" (Form CFP enclosed).
- d. Four copies of Certificate of validity of Insurance Policy.
- e. Four copies of Advance BG acceptance letter of MPPTCL (if advance payment received).
- f. Four copies of undertaking of the contractor that applicable Taxes has been paid to the concerned authorities.

2.3.4 For payment of CIP/FORD of extra plant supplied on commissioning of work:-

- a. Four copies of the Contractor's invoice along with supply R.A. bill showing the contract No. & date, description of the Goods as per the contract, name of Installation work, quantity supplied, period of bill (month) accepted unit Price, GST details.
- b. Material Receipt and issue certificate (MRIC) issued by concerned Executive Engineer, EHT-C in original alongwith three photocopies.
- c. Four copies of contractor's certificate that Plant has been delivered complete in all respects, as per Proforma-I.
- d. Four copies of test certificate approval issued by the MPPTCL.
- e. An undertaking of the Contractor that the amount claimed towards GST have been deposited to concerned Taxation Authorities.
- f. Four copies of Certificate of validity of Insurance Policy.
- g. Four copies of a clear certificate mentioning bill details, details of project site/destination as per Proforma-III should be submitted to certify that there is "no negative price variation" on the Plants supplied, covered under the above bill. (Applicable if the RA Bill includes material on which PV is payable).

In case if there is negative price variation, then contractor will have to submit calculations towards price adjustment supported by IEEMA/equivalent indices alongwith the bills. Certificate in this respect required to be given as per Proforma-IV.

2.3.5 Balance 10% of CIP/ FORD price of Plant consumed and Installation Services carried out (Retention money) upon commissioning of work :-

- a. Four copies of the contractor's invoice showing the description of the plant as per the contract and quantity. Invoice should be duly inscribed with name of Installation work, payment invoice Nos. & dates.
- b. Four copies of the certificate of successful commissioning of Installation work issued by Executive Engineer (EHT-Constn.) of the MPPTCL.

-
- c. Four copies of “No Liability Certificate (22 point proforma)” issued by Project manager and countersigned by concerned (S.E. EHT-C) and Chief Engineer (EHT-C).

Note: The No Liability Certificate will be issued by Project manager within fourteen (14) days of submission of request by the contractor after completion of all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract as per provision of Clause GCC 24.7.

2.3.6 90% Payment of GST:- The payment is to be claimed from employer for which following documents are required to be submitted to the employer:-

- a. Four copies of the Contractor’s invoice along with respective Supply, Erection R.A. bills (indicating the amount of R.A. Bills earlier claimed) in prescribed format showing the contract no. & date, description of the Goods as per the contract, name of Installation work, quantity supplied/erected for Installation work, unit FORD price (earlier claimed). Invoice should be duly certified by the Project Manager of employer and countersigned by concerned Superintending Engineer (EHT-Constn.) Circle.
- b. Four copies of contractor’s certificate that Plant has been delivered and installed complete in all respects at site as per Proforma-I.
- c. An undertaking of the Contractor that the amount claimed towards GST have been deposited to concerned Taxation Authorities.
- d. Four copies of Material Receipt and issue certificate (MRIC) issued by concerned Executive Engineer, EHT-C.
- e. Four copies of Certificate of validity of Insurance Policy.

2.3.7 For Payment of Price Adjustment (in Foreign Currency and also in Currency of Employer’s country):

- a. Four copies of the contractor’s invoice showing the description of the Plants as per the contract, quantity, details of Despatch Instructions and name of consignee/ project site, 80% payment invoice & date.
- b. PV calculation with IEEMA circulars duly attested by contractor and relevant Proforma-V.
- c. Four copies of “Claims for Payment” (Form CFP enclosed).
- d. An undertaking of the Contractor that the amount claimed towards GST have been deposited to concerned Taxation Authorities.
- e. Four copies of a clear certificate mentioning bill details, details of project site/ destination as per Proforma-III should be submitted to certify that there is “no negative price variation” on the date of the Plants consumed, covered under the above bill.

In case if there is negative price variation, then contractor will have to submit calculations towards price adjustment supported by IEEMA/equivalent indices alongwith the bills. Certificate in this respect required to be given as per Proforma-IV.

2.4 Guide lines for submission of bills

- 2.4.1** The invoices in respect of 10% advance payment in “Foreign Currency and also in Currency of Employer’s Country” are required to be submitted to Order Placing Authority.
- 2.4.2** All remaining Bills shall be submitted by the contractor in the office of the concerned Project Manager of employer. These invoices after processing by Project Manager and Regional Accounts Officer and countersignature of concerned Superintending Engineer (EHT-C) Circle of Employer will be received by Chief Financial Officer (C.F.O.) of Employer and the same will be processed for payment to the contractor.
- 2.4.3** The payments to be made as per Commitment Payment Procedure of JICA shall be made through letter of Credit for which certificate of Acceptance for payment (AFP) will be issued by C.F.O. of Employer. The payments to be made as per Reimbursement Payment Procedure of JICA shall be released by C.F.O. of Employer directly to contractor.

Appendix 2 - Price Adjustment

1.1 Bidders may please note that although for the turnkey Project covered under the bid, the scope of activity includes supply of various plants and various construction activities, price adjustment for variation in cost of Fabricated Galvanised Towers only shall be permitted by the Employer. Prices of all other items of supply and construction activities, for all purpose, will remain 'FIRM' in all respects. Also since advance payment will be made to the Contractor, price adjustment will not be allowed on this amount and accordingly, as mentioned in the price variation (prevailing) formulae described hereunder, price adjustment shall be permitted 90% of price variation amount payable as per PV formula.

1.2 PRICE VARIATION FORMULA

$$P = 0.9*[1.05 (S_1-S_0) + 0.065 (Z_1- Z_0) + 0.1 P_0 ((L_1/L_0)-1)]$$

Wherein

P = Price adjustment payable in accordance with above formula

P₀ = Ex-works Price quoted / confirmed

S₁ = Effective price of steel Billets Retail(SBIR) 100mm in Rs/MT as published in IEEMA.

S₀ = Base price of steel Billets Retail (SBIR) 100mm in Rs/MT as published in IEEMA.

Z₁ = Effective price of electrolytic high grade zinc as published in IEEMA Circular (HZL prices) in Rs./MT.

Z₀ = Base price of electrolytic high grade zinc as published in IEEMA Circular HZL prices) in Rs./MT.

L₁ = Consumer Price Index (W) published in IEEMA Circular. (All India average consumer price index number for industrial workers, Base: 2001= 100.)

L₀ = Base Consumer Price Index (W) published in IEEMA Circular. (All India average consumer price index number for industrial workers, Base: 2001= 100.)

Note-Factor 0.9 in above PV formula has been applied due to advance payment. In case contractor do not take advance payment, factor "0.9" will be equal to "1.0". Further details of above P.V. formula are discussed hereunder:

1.2.1 STEEL :

(a) Price variation on account of variation in cost of steel per MT of fabricated materials shall be permitted on the basis of per ton cost of Steel Billets Retail(SBIR) 100mm as published in IEEMA Circulars of "Basic prices for steel sections used in the manufacture of transmission line

towers". The input cost of all angles (including plates) shall be deemed to be related to the ex-works price for Steel Billets Retail (SBIR) 100mm. The price variation shall be allowed on the basis of approved bill of materials for each type of towers/Structures and their extensions.

- (b) Price variation on steel shall be applied considering wastage of 5% on black weight of fabricated members. The price variation shall be applicable on actual weight of towers/structures subject to a maximum of weight of structures as per approved Bill of Materials.
- (c) Since the adjustment in price of steel is being allowed on the basis mentioned above, the quoted price shall include the adjustment of cost on account of following :-
 - Price variation on account of different rates of various steel structural sections used.
 - Procurement of steel from sources other than main steel producers e.g. re-rollers etc.

1.2.2 ZINC :

- (a) Prices shall be quoted based on the price of electrolytic H.G. zinc per ton as published in IEEMA (HZL prices).
- (b) Price variation on zinc shall apply on 6.5% of actual black weight subject to a maximum of approved weight of fabricated material as per approved Bill of Material. No price variation on zinc shall be allowed on account of wastage of steel.

1.2.3 LABOUR:

For the purpose of price variation labour component will be taken as 10% of the ex-works price for supply of tower parts/structures quoted by the contractor. The labour index will be Indian Field Labour Indices viz. All India consumer Price Index number for industrial workers 2001 series as published by IEEMA.

1.2.4 The prices of steel and electrolytic high grade zinc prevailing as on 1st working date of the month, one month prior to the date of opening of tender as published in IEEMA circular shall be considered as base price for calculating the price variation. The price of Consumer Price Index (W) published in IEEMA Circular in which prices of steel and zinc prevailing are published shall be considered as base price for calculating the price variation. The Bidder should quote their rates accordingly and submit the copies of IEEMA circulars indicating the above base prices alongwith their offer.

1.2.5 The prices of steel sections and electrolytic high grade prevailing as on the date, two months prior to the date of readiness of material for inspection, as published by IEEMA, shall be considered as effective prices for calculating the price variation. Consumer Price Index (W) published in IEEMA Circular in which prices of steel and zinc prevailing two months prior to the date of readiness of

material for inspection are published shall be considered as effective Consumer Price Index (W) for calculating the price variation.

1.2.6 No price variation shall be payable for supply of accessories of towers such as bolts and nuts, spring washers, danger boards and anticlimbing devices including barbed wire, counter-poise wire etc.

1.2.7 The price adjustment for each lot of plant offered for inspection **within contractual time for completion** will be paid on the basis of date of offer of plant for inspection. In case of plant offered for inspection beyond contractual time for completion, the price variation will be allowed as per following:-

- (i) *The price adjustment will be worked out for the last month of original contractual completion period.*
- (ii) *The price adjustment will be worked out on the basis of actual date of offer of plant for inspection.*

In case if the price variation is on positive side, lower of the above two price variations (i & ii above) will be allowed for payment. In case if the price variation is on negative side, higher of the above two price variations (i & ii above) will be considered for recovery from the contractors.”

Appendix 3 - Insurance Requirements

(A) Insurance for the Project work:-

The contractor will undertake supply and construction activities and will also receive payments progressively on the basis of activities brought out in the BAR CHARTs. Since progressive payments will be released until the work is completed in all respect, MPPTCL will not take over any work from the contractor. It would be responsibility of the contractor to organize watch and ward of the Projects under construction against any theft, accident, act of God etc. It is necessary that to protect against any exigency, a suitable insurance policy in joint name of contractor and MPPTCL for each installation work for sufficient period and amount is taken by the contractor and such policy is submitted to MPPTCL by the contractor before commencement of work. It should be explicitly understood by the contractor that in case of any loss/damage all related cost of material and works is to be exclusively borne by the contractor. The Contractor will ensure timely completion of work even in case of additional time required for making good any loss/damage to the work.

Further, in case of any loss/damage, it may be explicitly noted by the contractor that responsibility of lodging of claim and its settlement with the Insurance Company will rest on the contractor as all such losses shall be exclusively born by the contractor only.

(B) 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 during Transport

Covering loss or damage occurring, while in transit from the Contractor's works until erection at the Site, to the Facilities and to the construction equipment and material until completion of the facilities.

Amount	Deductible limits	Parties insured	From	To
[in currency (ies)]	[in currency (ies)]	[names]	[place]	[place]
110% (Hundred and Ten Percent) of CIP/FORD price of Plant to be supplied by the contractor.	Nil	Joint name of M.P.P.T.C.L. and the contractor	Contractor's works	Actual site of work.

(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	Deductible limits	Parties insured
[in currency(ies)]	[in currency (ies)]	[names]
110% (Hundred and Ten Percent) of the contract price	Nil	Joint name of M.P.P.T.C.L. and the contractor
110% (Hundred and Ten Percent) of the price of Conductor supplied by MPPTCL	Nil	Joint name of M.P.P.T.C.L. and the contractor

(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.

If the Contractor does not take adequate safety precautions and/or fails to comply with the Safety Rules as prescribed by Employer or under the applicable law for the safety of the equipment and plant or for the safety of personnel or the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors or Employer's employees or any other person who are at Site or adjacent thereto, then the Contractor shall be responsible for payment of a sum as indicated below to be deposited with Employer, which will be passed on by Employer to such person or next to kith and kin of the deceased:

a	Fatal injury or accident causing death	INR 1,000,000/- per person with Nil deductible limit
b	Major injuries or accident causing 25% or more permanent disablement	INR 500,000/- per person with Nil deductible limit

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The amount to be deposited with Employer and passed on to the person mentioned above shall be in addition to the compensation payable under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Contractor does not deposit the above mentioned amount with Employer, such amount shall be recovered by Employer from any monies due or becoming due to the Contractor under the contract or any other on-going contract.

(d) Automobile Liability Insurance

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

(e) Workers' Compensation

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

(f) Employer's Liability

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

(g) Other Insurances

The Contractor is also required to take out and maintain at its own cost other insurance not specified above but are necessary in the opinion of the Contractor.

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-insured 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-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

Appendix 4 - Time Schedule

The completion period for complete scope of works covered under the bid is **24 months** from effective date (inclusive of rainy season).

- 1.1** The Completion Period for each work is tabulated below; however, priority and commencement of the work shall be finalized at the time of award of Contract. For this purpose the Contractor shall submit a detailed month wise programme of supply of various items of plant and completion of various activities of each Installation work as per guidelines given in Appendix- 1 of Section -IX in the form of “SUB BAR CHART” within 14 days after the Effective Date, after taking into account the Completion Period for various works as detailed in the table below. It should be ensured that the works shall be carried out strictly as per the sub bar chart. This “SUB BAR CHART” will, for all purposes, form a part of the contract and also for attracting the Liquidated Damages.

Bid Identification No.	Package Name	Details of Works/ Project Sites	Route length (Kms)
JICA-II/ MPPTCL /TR-208	Construction of 132kV Transmission Lines on turnkey basis. (ACSR conductor will be supplied by MPPTCL) (Package No.- 7-2)	Construction of MugaliaChhap 220 kV - Mahwadia 132kV DCDS Line	10
		Construction of Panagar 220 kV - Dheemarkheda 132kV DCSS Line.	65
		Construction of Prithivipur - Orchha 132kV DCSS Line	30
		Construction of Udaipura - Tendukheda 132kV DCSS line	45
		Construction of Gohad - Gormi 132kV DCSS line	25
		Construction of Narsingharh - Suthaliya 132kV DCSS line	50
Total project completion period for all the works mentioned above shall be 24 (Twenty Four) months from effective date which includes initial mobilization period and also rainy season)			

- 1.2** Broadly the scope of contract covers supply of towers, earth wire/OPGW, disc insulators, hardware & accessories for conductor and earth wire/OPGW, tower accessories and erection of line complete in all respect. The erection work will include detailed final survey/ check survey of line, stub setting, tower erection, stringing and other related activities required for final testing and commissioning of transmission line. The profiles submitted by the contractor shall be approved within the specified time for which contractor may, if necessary, provide assistance of his representative for discussions on profile.

- 1.3** In regard to completion period of all activities pertaining to the works covered in the bid, the bidder may please note the following:-
- 1.3.1** The completion period indicated in above table includes the period of rainy season and accordingly, no additional period due to rainy seasons will be allowed.
- 1.3.2** The bidder will have to complete all works within the contractual Time Schedule. Accordingly the bidder may plan to commence some of the works at a later date after discussions with the employer, however, all works must be commenced within six months from the effective date.

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

A list of major items of plant and services is provided below.

The following Subcontractors and/or manufacturers are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Major Items of Plant and Services	Approved Subcontractors/Manufacturers	Nationality
Galvanised Towers/extensions/Gantry Structures	L&T/ GAMMON/ ASSOCIATED POWER/ SHRI ASHUTOSH/ NL ENGINEERS / ASTER / ICOMM/ SUJANA / VARSANA / UNIQUE / VIJAY TRANSMISSION / AMITASHA / GURPREET GALVANISING	Indian
GI Bolts & Nuts	AR FASTENRS / REMAX / NEXO /GARG FASTERNERS / ANAND BOLTS/ROSHAN/RAVI/TECHMAN	Indian
ACSR Conductors	APAR/ STERLITE/ JSK/ HVPNL/ SAVITA/LUMINO	Indian
Earthwire	RATLAM WIRES/ GEEKAY/ BEDMUTHA/UIC UDYOG	Indian
Hardware fittings	EMI/ IAC/ ERITECH/ RUPL/KTHL/RAJSTHAN TRANSMAT /AUMNI/TLP	Indian
OPGW(48 Fibre)	STERLITE TECHNOLOGIES/LS CABLES	Indian
Long Rod Polymer Insulator	ADITYA BIRLA/DECCAN/GOLDSTONE	Indian
Disc Insulators	ADITYA BIRLA/WS INDUSTRIES/BHEL/IEC/INDIA POTTERRY	Indian
Tower Accessories	MEENA IND. / SUBHRA / SUPREME / PREMIER / LOHAR / RELIANCE ENGINEERING / HIND ENAMEL / IAC / AQSA TOWER ACCESSORIES / JAIPUR ENGINEERING/AISHA /RK INDUSTRIES/ GENERAL FORGING	Indian

Appendix 6 – Scope of Works and Supply by the Employer

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

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

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

Personnel	Charge to Contractor (if any)
Executive Engineer (EHT-Constn.) of concerned division and person appointed by him for supervision of work.	NIL

Facilities	Charge to Contractor (if any)
Supply of electricity only for testing and commissioning of transmission line. . For this purpose no personnel or raw material etc. will be provided to the Contractor by the Employer.	NIL

Works	Charge to Contractor (if any)
The Employer shall be responsible for acquiring and providing 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.	NIL

Supplies	Charge to Contractor (if any)
ACSR Conductor (100% + 1% extra towards jumper, wastage etc.) a) Conductor lengths above 20 meters, shall be treated as good. The Conductor and Ground-wire lengths of 20 M and below shall be treated as scrap/wastage. b) The Contractor will return all the balance materials including wastages if any to the Purchaser's stores, at his own cost.	NIL

Appendix 7 – List of Documents for Approval or Review

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

(A) Approval

The following is the general list of the documents and drawings that are to be approved by the Employer:

- a. Detailed survey report and profile drawings showing ground clearance and tower locations (as applicable).
- b. Tower schedule and foundation classification for individual tower locations.
- c. Tower structural drawings and bill of materials (submitted after proto assembly).
- d. Tower accessories drawings like Danger Board, Number plate etc.
- e. Foundation working drawings/excavation Plan.
- f. Tower footing earthing drawing.
- g. Stub and stub setting template drawings.
- h. Drawings of earth wire drums, disc insulators and hardware & accessories for conductor and earth wire.
- i. Initial and final sag Tension Chart for conductor and final Sag Tension Chart for earth wire for string.
- j. Quality plans for Plants and Installation Services including Quality System.
- k. Sub-vendors approval etc.
- l. As-Built Drawings
- m. Environmental Management Plan
- n. Any other documents as stipulated in the Bid document.

(B) Review

1. Monthly Progress Report
2. Accident Reports

Appendix 8: Functional Guarantees

1. General

This Appendix sets out:

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

2. Preconditions

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

- Visual inspection of total system.
- Checking of continuity of power and control cables.
- Checking of insulation by secondary injection or by primary injection.
- Calibration of meters by secondary injections or by primary injection.
- Checking of protective schemes.
- Setting of relays and the checking of their operation with one lower and one higher setting.
- Checking of control scheme of breakers, etc. as per approved drawing and as per actual requirement.
- Checking of alarm and as per actual simulation of faults.
- Checking of nameplate data of complete system.
- Verification and measurement of earthing resistance.
- Checking of cable terminations and laying, dressing etc. in the equipment kiosk and control panels.
- Checking of safe accessibility of components.
 - All the equipment and materials shall be passed through checks and test as per approved Field Quality Plan.
 - The insulation resistance test shall be carried out on the following equipment.
 - EHV installation - by 5000 V Megger
 - HV installation above 11 KV - by 2500V Megger
 - Power circuit of voltage up to 1KV- by 1000 V Megger
 - A.C. & D.C. auxiliary circuits - by 500 V Megger

The contractor has to do all commissioning activities under direct supervision of OEM/Supplier only for Isolators/Breaker/Pantograph Isolators.

All the equipment and materials shall be passed through checks and test as per approved Field Quality Plan.

Standard Form of a Performance Bond / Guarantee

To be executed on Non-Judicial Stamp Paper of appropriate value

Bank Guarantee No. _____ **Date** _____

Address of Guarantor bank:

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

Address of beneficiary (“contracting agency”):

Chief Engineer (Procurement)
M.P. Power Transmission Company Limited.
Block No.3, Shakti Bhawan, Rampur,
Jabalpur – 482008, Madhya Pradesh
e-mail: mptransco@nic.in, Fax No. +91-761-2665593

1. Vide Notification of Award / Contract issued on(*insert number and date of the notification of award / Contract*) by you (MPPTCL) to M/s (*the Contractor*), having its Principal place of business at and Registered Office at(“the Contractor”) concerning (*Name & Scope of Contract*) on turnkey basis against Tender Specification No.
2. In accordance with the provisions of the contract, the Contractor is required to submit **performance security** equal to 10% of contract price which is ₹..... (amount in words ₹.....) (*insert amount of BG*).
3. By this letter we, the undersigned, (*insert name & address of the issuing bank*), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(*insert address of registered office of the bank*)waiving all objections and defenses under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first Notice of Demand any amount up to a total of ₹.....(in words: ₹.....) (*insert amount of BG*).
4. We undertake to pay to the “M. P. POWER TRANSMISSION COMPANY LTD.” any money so demanded notwithstanding any dispute or disputes raised by the “Contractor” or their subsidiary companies, in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bond / Guarantee shall be a valid discharge of our liability for payment there under and the “Contractor” shall have no claim against us for making such payment.

5. Notwithstanding anything to the contrary, "Contracting Agency's" (MPPTCL) decision as to whether the "Contractor" had made any default or defaults or failed to duly perform any of the terms & conditions of the aforementioned contract / order and the amount to which "Contracting Agency" is entitled by reasons thereof, will be binding on us and we shall not be entitled to ask "Contracting Agency" to establish its claims under this guarantee but, we shall pay the sum demanded to the extent of guaranteed amount, without any objection or query and without cavil or argument. The decision of "Contracting Agency" that any sum has become payable shall be final and binding on us.
6. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.
7. In the event of any claim under this guarantee, payment shall be immediately effected to your Bank through RTGS in the following account:

NAME: M. P. POWER TRANSMISSION COMPANY LTD.

ACCOUNT NO. : 552901110050000

IFS CODE: UBIN0555291

BRANCH: UNION BANK OF INDIA, MADAN MAHAL, JABALPUR

In case of failure of RTGS, or change in above details the payment shall be made through Demand Draft immediately. Any change in the Bank account shall be informed to us.

8. It is understood that you will return this Bank Guarantee to us on expiry or after payment of the total amount to be claimed hereunder.
9. Except for the Notice for Demand, as per Annexure-I no other document or other action shall be required notwithstanding any applicable Law or Regulation.
10. The Court of Jabalpur shall have exclusive Jurisdiction in all matters of all disputes in respect of above Bank Guarantee.
11. This guarantee shall expire no later than *DD/MM/YYYY* or upto extended period. By this date we must have received any claims for payment by demand letter sent to us through e-mail or through Fax or in person. For this purpose e-mail address & other details of Bank & Beneficiary are as under:

Bank: Name of Bank with complete postal address
 (E-mail).....
 (Fax No.).....

(any change in above details, should be informed to Beneficiary immediately)

Beneficiary: **e-mail: mptransco@nic.in**
 Fax No. 91-761-2665593

(any change in above details, should be informed to Bank immediately)
12. This guarantee is governed by the laws of INDIA.

.....

Place: Guarantor Seal & Signature

Date:

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed (*value in figures*) ₹ _____ [(*value in words*) ₹ _____].
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.”

Unquote

Standard Form of an Advance Payment Bank Guarantee

To be executed on Non-Judicial Stamp Paper of appropriate value

Bank Guarantee No. _____ **Date** _____

Address of Guarantor bank:

.....

Address of beneficiary (“contracting agency”):

Chief Engineer (Procurement)
 M.P. Power Transmission Company Limited.
 Block No.3, Shakti Bhawan, Rampur,
 Jabalpur – 482008, Madhya Pradesh
 e-mail: mptransco@nic.in, Fax No. +91-761-2665593

1. Vide Notification of Award / Contract issued on(*insert number and date of the notification of award / Contract*) by you (MPPTCL) to M/s (*the Contractor*), having its Principal place of business at and Registered Office at (“the Contractor”) concerning (*Name & Scope of Contract*) on turnkey basis against Tender Specification No.
2. In accordance with the provisions of the contract, the Contractor receives an **advance payment** in the amount of ₹ (**amount in words** ₹) against an advance payment guarantee equal to advance amount i.e. equal to ₹..... (*amount of BG*).
3. By this letter we, the undersigned, (*insert name & address of the issuing bank*), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(*insert address of registered office of the bank*)waiving all objections and defenses under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first Notice of Demand any amount up to a total of ₹.....(*in words: ₹.....*) (*insert amount of BG*).
4. We undertake to pay to the “M. P. POWER TRANSMISSION COMPANY LTD.” any money so demanded notwithstanding any dispute or disputes raised by the “Contractor” or their subsidiary companies, in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bond / Guarantee shall be a valid discharge of our liability for payment there under and the “Contractor” shall have no claim against us for making such payment.
5. Notwithstanding anything to the contrary, “Contracting Agency's” (MPPTCL) decision as to whether the “Contractor” had made any default or defaults or failed

to duly perform any of the terms & conditions of the aforementioned contract / order and the amount to which “Contracting Agency” is entitled by reasons thereof, will be binding on us and we shall not be entitled to ask “Contracting Agency” to establish its claims under this guarantee but, we shall pay the sum demanded to the extent of guaranteed amount, without any objection or query and without cavil or argument. The decision of “Contracting Agency” that any sum has become payable shall be final and binding on us.

6. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.
7. In the event of any claim under this guarantee, payment shall be immediately effected to your Bank through RTGS in the following account:

NAME: M. P. POWER TRANSMISSION COMPANY LTD.

ACCOUNT NO. : 552901110050000

IFS CODE: UBIN0555291

BRANCH: UNION BANK OF INDIA, MADAN MAHAL, JABALPUR

In case of failure of RTGS, or change in above details the payment shall be made through Demand Draft immediately. Any change in the Bank account shall be informed to us.

8. It is understood that you will return this Bank Guarantee to us on expiry or after payment of the total amount to be claimed hereunder.
9. Except for the Notice for Demand, as per Annexure-I no other document or other action shall be required notwithstanding any applicable Law or Regulation.
10. The Court of Jabalpur shall have exclusive Jurisdiction in all matters of all disputes in respect of above Bank Guarantee.
11. This guarantee shall expire no later than *DD/MM/YYYY* or upto extended period. By this date we must have received any claims for payment by demand letter sent to us through e-mail or through Fax or in person. For this purpose e-mail address & other details of Bank & Beneficiary are as under:

Bank: Name of Bank with complete postal address

(E-mail).....

(Fax No.).....

(any change in above details, should be informed to Beneficiary immediately)

Beneficiary: **e-mail: mptransco@nic.in**

Fax No. 91-761-2665593

(any change in above details, should be informed to Bank immediately)

12. This guarantee is governed by the laws of INDIA.

Place:

.....
Guarantor Seal & Signature

Date:

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed (*value in figures*) ₹ _____ [(*value in words*) ₹ _____].
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.”

Unquote

Annexure-I (For encashment of BG)**Notice of Demand****To,****The Manager,****(Name & Address of Branch)**

.....

Fax No.**e-mail:****Sub:** Encashment of Bank Guarantee

Ref: i. Our Tender Specification No.....
 ii. Our Notification of Award /Order No.& Date
 iii. Bank Guarantee No..... dated..... issued by your branch.

Dear Sirs,

M/s..... (*Contractor*) has furnished the above Bank Guarantee (Reference iii) issued by your Bank for ₹..... (amount in words ₹) towards security against above Tender Specification (Reference - i) / NoA/order (Reference ii).

Since the Contractor is in breach of its obligation under the contract / have not extended validity of the BG, hence, we hereby demand for encashment of aforesaid Bank guarantee for its full amount. It is requested to remit the full amount immediately through RTGS as per details given in B.G. In case of failure of RTGS, the payment be made through Demand Draft immediately and handover the same to the bearer of this Notice.

Please acknowledge the receipt of this "Notice of Demand".

Yours sincerely,

Chief Engineer (Procurement)

Copy to: -

1. The Reserve Bank of India,

Proforma-‘I’

UNDERTAKING

(Completeness of Plants)

(A) ***For supply of Plants other than Power Transformers**

We hereby undertake to confirm that _____ (Plant as per Annexure enclosed) has been delivered and installed by us complete in all respect as specified in Schedule ____ attached with contract no. _____ dated _____.

We undertake to deliver and install any minor item, which might not have been mentioned in the subject schedule but may be necessary for satisfactory operation of the plant.

(B) ***For supply of Power Transformers/ Extra Plant Supplied**

We hereby undertake to confirm that _____ (Plant as per Annexure enclosed) has been delivered by us complete in all respect as specified in Schedule ____ attached with contract no. _____ dated _____.

We undertake to deliver any minor item, which might not have been mentioned in the subject schedule but may be necessary for satisfactory operation of the plant.

* Strike out Part (A) or Part (B) whichever is not applicable.

Place:-

Date:-

**Signature of Authorised
Signatory with seal
of the Company**

Proforma-‘II’**ON BENEFICIARY LETTER HEAD****CLAIMS FOR PAYMENT**

(Form CFP)

Date:--/--/----

Loan Agreement No.: ID-P-250

CFP No.-----

To :

MPPTCL, Block No. 2 Shakti Bhavan, Rampur, Jabalpur, M.P. (India)

We hereby submit Claims for Payment to you for the progress of the work in the following content.

1	Name and Address of Beneficiary	
2	Contract No. and date	
3	Notice regarding Contract No. and date (if any)	
4	Description of goods and services accomplished	
5	Claimed amount for JICA financing	
6	Accumulated amount already paid	
7	Total amount (5 +6)	

Please pay the amount claimed in **5** above into our account as detailed below:

i)	Account Number	
ii)	Account Holder's Name	
iii)	Name of the Bank of the Supplier	
iv)	Full Address of the Bank	
v)	Cable Address of Bank	
	Fax No.	
	Telephone No.	
(vi)	IFSC Code	

This is to certify that the bill is audited and passed for payment of ----- (----- only)

For : (Name of the Supplier)

By : (Authorised Signatory of Project)

Chief Financial Officer, MPPTCL,
Block No. 1, Shakti Bhawan, Rampur, Jabalpur-482008

Proforma-‘III’**CERTIFICATION FOR PRICE ADJUSTMENT****(For No Negative Price Variation)**

_____(Plant/Equipment detail) / Sl. No. _____ has been delivered on _____(Date) and installed at (name of S/s) _____ on date _____ against Contract No. _____ as per Despatch Clearance No. _____ dtd. _____. It is confirmed that no Negative Price Variation is applicable as per IEEMA Price Variation procedure for above _____(plant/equipment).

Name of consignee _____

Place:-

Date:-

**Signature of Authorised
Signatory with seal
of the Company**

Proforma-‘IV’
CERTIFICATION FOR PRICE ADJUSTMENT
(For Negative Price Variation)

_____(Plant/Equipment detail) / Sl. No. _____ has been delivered on _____ (Date) and installed at (name of S/s) _____ on date _____ against Contract No. _____ as per Despatch Clearance No. _____ dtd. _____. It is confirmed that Negative Price Variation as applicable as per IEEMA Price Variation procedure for above (equipment) has been duly accounted for. The CIF/ ex-works cost/ price has been revised after considering Negative Price Variation, as under:-

a)	Unit CIF/ Ex-works price	
b)	Price Variation % PV	
c)	PV amount	
d)	Revised Unit CIF/ Ex-works Price	

Name of consignee _____

Place:-

Date:-

**Signature of Authorised
Signatory with seal
of the Company**

Proforma-‘V’**UNDERTAKING****(To be given by Contractor towards Price Variation)**

Contract No. _____ dtd. _____ placed on M/s _____
 (Name of contractor) for Construction of EHV sub-stations/ transmission lines and
 Augmentation work/feeder bay work on total turnkey basis.

MPPTCL Despatch Clearance No. _____ dtd. _____ for supply of
 _____(Plant/ Equipment details) Sl. No./Quantity _____.

Price variation claim for (Plant/ Equipment details) S.No. _____,Quantity _____

Name of consignee _____

No.	Details of indices	Value of indices as per IEEMA Circular	Reference of IEEMA Circular No. & Date
1.	Base indices		
2.	Applicable indices		

“We (Name of contractor) hereby undertake that the base indices and applicable indices indicated above towards supply of _____(Equipment details)/ Sl.No. _____ have been verified and are correct. These indices have been used in Price Variation calculation and PV claim submitted vide Invoice No. _____ dtd. _____. In case of any discrepancy in the indices, we have noted that the additional amount of PV claimed i.e. amount not due for payment if any shall be recoverable from us

Place:-

Date:-

**Signature of Authorised
 Signatory with seal
 of the Company**