



MADHYA PRADESH POWER TRANSMISSION CO. LTD.,
JABALPUR

BIDDING DOCUMENT FOR
PROCUREMENT OF ACSR ZEBRA & ACSR PANTHER
CONDUCTOR
(Package No. 03)

JAPANESE ODA LOAN No. ID-P250
TRANSMISSION SYSTEM STRENGTHENING PROJECT IN
MADHYA PRADESH
BID IDENTIFICATION NUMBER: JICA-II/MPPTCL/TR-203

THIS BID DOCUMENT COMPRISES OF THE FOLLOWING TWO BOUND VOLUMES:

VOLUME I

COMMERCIAL BIDDING DOCUMENT FOR PROCUREMENT OF PLANT AND SERVICES AS PER "SINGLE STAGE – TWO ENVELOPE" PROCEDURE CONTAINING JICA STANDARD BIDDING DOCUMENT, BID DATA SHEET, EVALUATION AND QUALIFICATION CRITERIA, BIDDING FORMS, EMPLOYER'S REQUIREMENTS, GENERAL CONDITIONS OF CONTRACT, PARTICULAR CONDITIONS OF CONTRACT, CONTRACT FORMS, ETC.

VOLUME II

TECHNICAL SPECIFICATION FOR ACSR ZEBRA & PANTHER CONDUCTOR

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COST OF BID DOCUMENT
₹ : 33,600 (INR THIRTY THREE THOUSAND AND SIX HUNDRED ONLY)

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

(JAPANESE ODA LOAN FINANCED PROJECT)

**BIDDING DOCUMENT FOR
PROCUREMENT OF ACSR ZEBRA & ACSR
PANTHER CONDUCTOR**

(Package No. 03)

BID IDENTIFICATION NO. JICA-II/MPPTCL/TR-203

VOLUME I

COMMERCIAL BIDDING DOCUMENT FOR PROCUREMENT OF PLANT AND SERVICES AS PER "SINGLE STAGE – TWO ENVELOPE" PROCEDURE CONTAINING JICA STANDARD BIDDING DOCUMENT, BID DATA SHEET, EVALUATION AND QUALIFICATION CRITERIA, BIDDING FORMS, EMPLOYER'S REQUIREMENTS, GENERAL CONDITIONS OF CONTRACT, PARTICULAR CONDITIONS OF CONTRACT, CONTRACT FORMS, ETC.

**CHIEF ENGINEER (PROCUREMENT)
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VOLUME – I

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Section I. Instructions to Bidders

Section I, Instructions to Bidders, provides the information necessary for Bidders to prepare responsive Bids in accordance with the requirements of the Purchaser. It also gives information on Bid submission, opening, and evaluation, and on the award of the Contract.

The use of the Standard Instructions to Bidders set forth in Section I of these Standard Bidding Documents for Procurement of Goods (version 1.1) published by JICA in May, 2013 (hereafter referred to as “Standard ITB”) is **required** in all Bidding Documents for procurement of Goods financed by Japanese ODA Loans, and they shall be used without modification. Any necessary changes, acceptable to JICA, to address specific country and project issues, shall be introduced only through the Bid Data Sheet.

The Instructions to Bidders will not be part of the Contract.

Section I. Instructions to Bidders

The Instructions to Bidders governing this bidding process are the “Instructions to Bidders” included in Section I of the Standard Bidding Documents for Procurement of Goods (version 1.1) published by JICA in May, 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/tender/index.html

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

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A. General

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

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

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

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

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted; or the date of Advertisements for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

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

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

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 33.1(a) of Section VIII, the General Conditions.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

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

(a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Supplier's obligations under a turnkey or design and build contract.

(b) A firm that has a close business relationship with the

Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the contract, (ii) the prequalification and Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.

- (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually or as a member in a Joint Venture. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.
- (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.

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

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

4.5 A Bidder shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by JICA shall have their origin in any of the eligible source countries indicated Section V, Eligible Source Countries of Japanese ODA Loans. At the Purchaser's request, Bidders may be required to provide evidence of the origin of the Goods and Related Services.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the place where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Conditions of Contract and Contract Forms

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

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents, and to furnish with its Bid all information and documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding

Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 24.2.

- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. If so **specified in the BDS**, the Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may extend the deadline for the submission of Bids, pursuant to ITB 24.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and 14;
 - (c) Bid Security, in accordance with ITB 21;
 - (d) Acknowledgement of Compliance with the Guidelines for

Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;

- (e) alternative Bids, if permissible, in accordance with ITB 13;
- (f) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
- (g) documentary evidence in accordance with ITB 16 establishing the Bidder's eligibility to bid;
- (h) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB 18 establishing that the Goods and Related Services conform to the Bidding Documents;
- (j) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; and
- (k) any other document **required in the BDS.**

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12. Letter of Bid and Price Schedules

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

13. Alternative Bids

13.1 **Unless otherwise specified in the BDS,** alternative Bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All items must be listed and priced separately in the Price Schedules.

- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 33. However, **if in accordance with the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reduction applicable to each package, or alternatively, to individual contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce, as of the date twenty-eight (28) days prior to the latest date for submission of the Bids.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible source country, in accordance with Section V, Eligible Source Countries of Japanese ODA Loans. Similarly, the Bidder may obtain insurance services from any eligible source country in accordance with Section V, Eligible Source Countries of Japanese ODA Loans. Prices shall be entered in the following manner:

- (a) For Goods supplied from within the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods supplied from outside the Purchaser's Country:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS**; and
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
- (c) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in Section VI, Schedule of Requirements:
 - (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's Country, payable on the Related Services, if the Contract is awarded to the Bidder.

15. Currencies of Bid and Payment

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

16. Documents Establishing the

16.1 Bidders shall provide in the corresponding sheets included in Section IV, Bidding Forms, information to establish their eligibility

- Eligibility of the Bidder** in accordance with ITB 4.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 18. Documents Establishing the Conformity of the Goods and Related Services**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the Goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form

included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Bids

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

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

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

- (a) In the case of fixed price contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, to determine the Contract Price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
- (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the correction indicated above.

21. Bid Security

- 21.1 The Bidder shall furnish, as part of its Bid, a Bid Security in the amount and currency **specified in the BDS.**
- 21.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**
- from a reputable source from an eligible source country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.
- 21.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 44.
- 21.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 43; or
- (ii) furnish a Performance Security in accordance with ITB 44.

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

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

22.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

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

Bidders shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE" and "COPY." These envelopes containing the original, the copies and the alternative(s), if any, shall then be enclosed in one single envelope. The rest of the

procedure shall be in accordance with ITB 23.2 and ITB 23.3.

23.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 24.1;
- (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening, in accordance with ITB 27.1.

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

24. Deadline for Submission of Bids

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

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

25. Late Bids

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

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

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

26.2 Bids requested to be withdrawn in accordance with ITB 26.1

shall be returned unopened to the Bidders.

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

27. Bid Opening

27.1 Except in the cases specified in ITB 25 and ITB 26, the Purchaser shall publicly open and read out in accordance with ITB 27.5 all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

27.3 Second, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

Only envelopes that are opened and read out at Bid opening shall be considered further.

27.5 All other envelopes shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bid;
- (d) the presence or absence of a Bid Security; and
- (e) any other details as the Purchaser may consider

appropriate.

Only discounts and alternative Bids read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late Bids, in accordance with ITB 25.1.

- 27.6 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative Bids; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

28. Confidentiality

- 28.1 Information relating to the evaluation of Bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 42.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 35.
- 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be

rejected.

**30. Deviations,
Reservations,
and Omissions**

- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**31. Preliminary
Examination
of Bids**

- 31.1 The Purchaser shall examine Bids to confirm that all documents and information requested in ITB 11.1 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security; and
 - (d) Price Schedules.

**32. Qualification
of the Bidder**

- 32.1 The Purchaser shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Bids.
- 32.2 Instead of determining the qualification of all the Bidders, the Purchaser may choose to carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, only for the Bidder who submitted the lowest evaluated and substantially responsive Bid.
- 32.3 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant ITB 19.
- 32.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event, if the assessment of the Bidder’s qualification was conducted for the lowest evaluated Bidder only, in accordance with ITB 32.2, the Purchaser shall

proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform the Contract satisfactorily.

33. Determination of Responsiveness

33.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

33.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would

(i) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

33.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and 18, in particular, to confirm that all requirements of Section VI, Schedule of Requirements have been met without any material deviation, reservation or omission.

33.4 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

34. Nonmaterial Nonconformities

34.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

34.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

34.3 Provided that a Bid is substantially responsive, the Purchaser shall

rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section III, Evaluation and Qualification Criteria.

**35. Correction of
Arithmetical
Errors**

- 35.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

**36. Conversion to
Single Currency**

- 36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.

**37. Evaluation of
Bids**

- 37.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other criteria or methodology shall be permitted.
- 37.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.3;

- (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 36; and
 - (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.
- 37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 37.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 37.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods supplied from within the Purchaser's Country, sales and other similar taxes, which will be payable on the Goods if a Contract is awarded to the Bidder;
 - (b) in the case of Goods supplied from outside the Purchaser's Country, customs duties and other import taxes levied on the imported Goods, sales and other similar taxes, which will be payable on the Goods if the Contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.
- 37.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids in accordance with Section III, Evaluation and Qualification Criteria.
- 38. Comparison of Bids**
- 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 37.2 to determine the lowest-evaluated Bid.

- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 40. Award Criteria** 40.1 Subject to ITB 39.1, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Purchaser's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.
- 42. Notification of Award** 42.1 Prior to the expiration of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of the Goods and Related Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 42.3 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
- (a) name of each Bidder who has submitted a Bid;
 - (b) Bid Prices as read out at Bid opening;
 - (c) name and address of the successful Bidder;
 - (d) name and address of supplier; and
 - (e) award date and amount of the Contract.
- 42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.5 After the notification of award, unsuccessful Bidders may request,

in writing, to the Purchaser a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond, in writing, to any unsuccessful Bidders who, after the notification of award in accordance with ITB 42.1, request a debriefing.

43. Signing of Contract

- 43.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid.

44. Performance Security

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

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 conflict, the provisions herein shall prevail over those in Section I.			
A. General				
ITB 1.1	The number of the Invitation for Bids is: JICA-II/MPPTCL/TR-203 (Package No. 3).			
ITB 1.1	The Purchaser is: Madhya Pradesh Power Transmission Company Limited , Jabalpur – 482 008 (Madhya Pradesh) India.			
ITB 1.1	The names, number and identification of the slices/ packages comprising this Contract is as under and the destination sites shall be as specified in Section VI, Schedule of Requirements.			
	Package No.	Bid Identification No.	Package Name / Component	Qty. (kMS)
	3	JICA-II/ MPPTCL/ TR-203	Procurement of ACSR Zebra Conductor	1200
		Procurement of ACSRPanther Conductor	2000	
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: “TRANSIMMISSION 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 4.1	<p>Following sub clauses may be added:</p> <p>(a) 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 partner on the basis of Power of Attorney shall not be accepted.</p> <p>(iii) The Lead Partner shall submit the bid to Employer & shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JVA, and 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 purchaser and the Lead partner.</p> <p>(iv) 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, Volume I should be provided with the bid.</p>			

ITB 6.1	Add following:
	CONTENTS OF BIDDING DOCUMENT -VOLUME II
	SCHEDULE –I DETAILS OF MATERIAL & QUANTITY : ACSR ZEBRA & PANTHER CONDUCTOR
	SCHEDULE –II A TECHNICAL QUESTIONNAIRE: ACSR ZEBRA CONDUCTOR
	SCHEDULE –II B TECHNICAL QUESTIONNAIRE: ACSR PANTHER CONDUCTOR
	SCHEDULE-III DETAILS OF WOODEN DRUM DRAWINGS SUBMITTED WITH BID: ACSR ZEBRA &PANTHER CONDUCTOR
	SCHEDULE-IV LIST OF PLANT & MACHINERY AND TESTING EQUIPMENTS : ACSR ZEBRA & PANTHER CONDUCTOR
	SCHEDULE-V A LIST OF PAST SUPPLIES ACSR ZEBRA CONDUCTOR
	SCHEDULE-V B LIST OF PAST SUPPLIES ACSR PANTHER CONDUCTOR
	SCHEDULE-VI BASE INDICES TO BE CONSIDERED FOR PRICE VARIATION: ACSR ZEBRA & PANTHER CONDUCTOR
	SCHEDULE-VII QUALITY ASSURANCE ROGRAMME AND PROGRAMME CHART : ACSR ZEBRA & PANTHER CONDUCTOR
	SCHEDULE-VIII SOURCES OF MATERIALS TOBE ARRANGED BY THE BIDDER FOR SUPPLY OF ACSR ZEBRA & PANTHER CONDUCTOR
	SCHEDULE-IX SCHEDULE OF NO DEVIATION ACSR ZEBRA & PANTHER CONDUCTOR
	SCHEDULE-X A SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS ACSR ZEBRA CONDUCTOR
SCHEDULE-X B SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS ACSR PANTHER CONDUCTOR	
SCHEDULE-XI LIST OF TYPE TEST REPORT ACSR ZEBRA& PANTHER CONDUCTOR	
SCHEDULE-XII COMMERCIAL QUESTIONNAIRE ACSR ZEBRA & PANTHER CONDUCTOR	
SCHEDULE-XII CHECK LIST OF SCHEDULES	
B. Contents of Bidding Documents	
ITB 7.1	For clarification purposes only, the Purchaser’s address is: Attention: Chief Engineer (Procurement) Address: M.P. Power Transmission Company Limited. Block No.3, Shakti Bhawan, Rampur City: Jabalpur. ZIP Code: 482 008

	<p>Country: India Telephone: : 91-761-2661450 ,91-761-2702135/ 2702264 Facsimile number: 91-761-2665593 Electronic mail address: mptransco@nic.in</p>
ITB 8.2	<p>The addendum will be published in MPPTCL's website: http://mptransco.nic.in and e-procurement website: http://www.mpeproc.gov.in.</p>
C. Preparation of Bids	
ITB 9.1	<p>Following may be added; The Bidders can purchase the bid documents online from website http://www.mpeproc.gov.in by making online payment using the service of the secure electronic payments gateway 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. Only in case if the tender is dropped without opening, the tender fees shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed.</p>
ITB 10.1	<p>The language of the Bid is: English</p>
ITB 11.1	<p>The Bidder shall submit its bid with the following additional documents:</p> <ol style="list-style-type: none"> 1. Check List for Commercial Terms and Conditions as per Volume II. 2. Technical Questionnaire duly filled in as per Volume II. 3. Commercial Questionnaire duly filled in as per Volume II. 4. Manufacturer's Authorisation Certificate 5. All Schedules & Forms duly filled-in as per Volume I & Volume II. 6. Declaration of Undertaking as specified. The said declaration shall be submitted and duly signed according to the form as provided in Section IV-Bidding Forms (in case of an association one separate declaration for each member). Failure to submit the Declarations or to comply with the requirements contained in it shall lead to the exclusion from the tender process.
ITB 11.1 (additional para)	<p>a) The bidder shall submit/upload (through digital signature of authorized person in e-tender portal) following Standard online formats are required to be filled in:</p> <p>I) Technical Package will be submitted in following two envelope:</p> <p>A) <u>Envelope A:</u></p> <ol style="list-style-type: none"> (i) Scanned copy of Bid security. (ii) Scanned copy of System generated receipt for online payment made towards cost of bid document. <p>B) <u>Other documents Envelope:</u></p> <ol style="list-style-type: none"> (i) Physical sign & seal of bidder on each page of bid documents available online is not required. (ii) Check List as per prescribed format Schedule-X, Volume-II. (iii) Bidder information form. (iv) Audited Financial Statements for last three years. (v) Manufacturing capacity and quantity manufactured during past 5 FY (vi) Orders under execution/executed recently for other Utilities

	<p>alongwith bid for the offered item containing full scope of supply indicating price and quantity schedule.</p> <ul style="list-style-type: none"> (vii) Technical Questionnaire duly filled in as per Volume II. (viii) Banker Certificate. (ix) Proforma for submission of financial details. (x) Performance certificate from user department. (xi) Type test report (xii) Power of attorney (xiii) Valid factory license as on date of bid opening. (xiv) Litigation history as per Section-III, Volume-I. (xv) List of Plants & Machinery and Testing facilities as per Volume II. (xvi) Manufacturer's Authorisation Certificate (xvii) All Schedules & Forms duly filled-in as per Volume I & Volume II. (xviii) Declaration of Undertaking as specified. The said declaration shall be submitted and duly signed according to the form as provided in Section IV-Bid Forms (in case of an association one separate declaration for each member). Failure to submit the Declarations or to comply with the requirements contained in it shall lead to the exclusion from the tender process. <p>II) Financial Package will be submitted in following Envelope:-</p> <p>C) <u>Envelope C:</u></p> <ul style="list-style-type: none"> i) Scanned copy of letter of Bid. ii) Prices and quantity as per Schedule-I (No hard copy submission is required) <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 except Price Bid (Schedule-I) & letter of Bid shall be submitted in Three (1+2) copies within specified time schedule as mentioned in the Key Dates super scribing “Techno-commercial bid for bid Identification no. _____”. Further, hard copy of un priced Schedule-I may also be submitted along with your bid. It may be please noted that No hard copy of the documents uploaded in Envelope –C shall be submitted.</p>
ITB 14.5	<p>The prices quoted by the Bidder shall be: Adjustable. The formula for adjusting the prices and explanatory details are specified in PC Sub-Clause 13.1. All conditions stipulated in PC clause 13.1 may please be noted for strict compliance.</p> <p>The bidders should indicate Unit Ex-Works price & applicable rate of GST as per Price Schedule in Section-IV, Volume I.</p>
ITB 14.8 (a)(iii) and (b)(ii)	<p>Final destination (Project site): Details of project site furnished in Section VI.</p> <p>(For delivery including unloading of Conductor Drums at Project Sites furnished in Section-VI, as per Price Schedule form 4, page 4-7 of Section-IV, Volume I)</p>

ITB 14.8 (b)(i)	Place of destination : For Conductor to be supplied from abroad ,on CIP – named place of destination basis. (For delivery including unloading of Conductor Drums at Project Sites furnished in Section-VI, as per Price Schedule form 4, page 4-7 of Section-IV, Volume I)
ITB 14.8 (c)	Cost of related services should be quoted as per Section IV. Related services should include: Cost of inland freight and inland insurance in India. Cost of Indian Agents commission in Rupees if any payable over and above CIP price for goods to be offered from outside the purchaser’s country. It is desired that transportation of equipments/materials in India from manufacturers works or port of discharge 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 in transmission stores/ project sites. It is also desired that immediately after movement of consignment intimation by fax message should be given to the purchaser indicating date of movement, expected period of transportation, size of packages/consignment and transport weight, so that after delivery/unloading at stores/site, the employer could organize inspection and issue Material Receipt Certificate promptly. In this regard all details furnished in Section VI: schedule of requirements may be noted for strict compliance.
ITB 14.9	Following sub clause may be added in Clause 14; Bidders may please note that Deemed Export Benefits are not available for a project under JICA Loan.
ITB 15.1	The currency of the Bid shall be US dollar (\$)or Japanese Yen (¥) or currency of Purchaser’s country INR (₹). The bidder can quote price in more than one currency if he so desires but not more than three currencies in any Bid. Wherever reference to (₹) as currency has been made the same shall be taken as “Indian Rupees” i.e INR. (a) Goods supplied from outside the Purchaser’s Country shall be quoted entirely in US\$ or Japanese Yen (¥). If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly. (b) Goods supplied from within the Purchaser’s Country shall be quoted in the currency of the Purchaser’s Country INR (₹). (c) Related Services, other than inland transportation and other services required to convey the Goods to their final destination(i.e Freight & Insurance charges) Indian Agent Commission shall be quoted in either foreign US\$ or Japanese Yen (¥) or Indian currency INR ₹ , depending upon the currency in which the costs are to be incurred.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 (Ten) years.
ITB 19.1 (a)	Manufacturer’s authorization is: required

ITB 19.1 (b)	The Bidder is required to be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations i.e after sale services.																
ITB 20.1	The bid validity period shall be 120 days.																
ITB 20.3(a)	The Bid Price shall be adjustable and govern as per cl.BDS ITB 14.5 above.																
ITB 20.3(b)	The fixed portion of the Bid Price shall be adjustable and govern as per cl.BDS ITB 14.5 above.																
ITB 21.1	<p>The Bid Security amount required to be furnished either in Japanese Yen ¥ /or INR ₹ shall be submitted online on e-procurement website is indicated hereunder :</p> <table border="1" data-bbox="424 622 1393 913"> <thead> <tr> <th rowspan="2">Package No.</th> <th rowspan="2">Bid Identification No.</th> <th rowspan="2">Particulars</th> <th rowspan="2">Qty. (KMs.)</th> <th colspan="2">Bid Security</th> </tr> <tr> <th>JPY (¥)</th> <th>INR (₹)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">3</td> <td rowspan="2">JICA-II/ MPPTCL/ TR-203</td> <td>Procurement of ACSR Zebra Conductor</td> <td>1200</td> <td rowspan="2">2,06,74,000</td> <td rowspan="2">1,12,36,000</td> </tr> <tr> <td>Procurement of ACSR Panther Conductor</td> <td>2000</td> </tr> </tbody> </table> <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 the State Bank of India prevailing on first working day of the calendar month, one month prior to the date of bid opening.</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. Copy of documents and Swift message issued by one Bank/routed through and authenticated by other Bank in lieu of BG is not acceptable. The bid security in the form of BG shall be executed on Non-Judicial Stamp paper of appropriate legal value and shall be signed by two signatories of issuing bank with complete details of signatory name, his capacity, code no. and name of bank. The bid security shall be underwritten from any reputed bank of purchaser's country i.e. India.</p> <p>ii. Bankers detail of Employer for issuance of BG for Bid Security are as under: NAME: M. P. POWER TRANSMISSION COMPANY LTD. ACCOUNT NO. : 552901110050000 IFS CODE: UBIN0555291 BRANCH: UNION BANK OF INDIA, MADAN MAHAL, JABALPUR</p>	Package No.	Bid Identification No.	Particulars	Qty. (KMs.)	Bid Security		JPY (¥)	INR (₹)	3	JICA-II/ MPPTCL/ TR-203	Procurement of ACSR Zebra Conductor	1200	2,06,74,000	1,12,36,000	Procurement of ACSR Panther Conductor	2000
Package No.	Bid Identification No.					Particulars	Qty. (KMs.)	Bid Security									
		JPY (¥)	INR (₹)														
3	JICA-II/ MPPTCL/ TR-203	Procurement of ACSR Zebra Conductor	1200	2,06,74,000	1,12,36,000												
		Procurement of ACSR Panther Conductor	2000														
ITB 21.2(a)	Modified to read as under; An unconditional guarantee issued by a Reputed Bank in India.																
ITB 21.2(d)	Other types of acceptable securities: Bid bond (For foreign bidder).																
ITB 22.1	In addition to the original of the bid, the number of copies is: Two.																
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder (Lead Partner of JVA) shall consist of: (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.
D. Submission and Opening of Bids	
ITB 24(new para)	<p>The identification of this bidding process as under:</p> <p>(a) 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> <p>(b) Bidders are required to furnish the bid electronically on e-procurement website at http://www.mpeproc.gov.in by following procedure given below.</p> <p>(c) 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> <p>(d) Payment of Transaction Fee: - It is mandatory for the entire participant Bidders to electronically pay a Non-refundable Transaction fee to M/sTata Consultancy Services Limited, the service provider through “Payment Gateway Service on E-Procurement platform”.</p> <p>(e) 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 Tender Inviting Authority. Arrangements have been made for the Bidders to make payments online. In case of online tendering, the application form for the purchase of tender documents shall not be required.</p> <p>(f) Digital Certificate authentication:- 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. 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. Note: - It may take upto 7 to 10 working days for issuance of Class III</p>

	<p>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> <p>(g) 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> <p>(h) Publishing of IFB(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> <p>(i) Key Dates : The bidders are strictly advised to follow the time schedule (Key Dates) of the bid for their side for tasks and responsibilities to participate in the bid as indicated in IFB (NIT), as all the stages of each bid are locked before the start time and date and</p>
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	<p>after the end time and date for the relevant stage of the bid as set by the concerned Department Official. Hence, once the time schedule for a particular stage is lapsed then that task will be locked and the bidders who have not completed the task in time may not be able to participate in the bid. It should be appreciated that sufficient time duration is given for each stage and therefore, it is the responsibility of bidders to complete the process well within time rather than waiting for the last day of submission. Employer & Tata Consultancy Services Limited holds no responsibility for the non-submission of bids due to such delay/ negligence of the bidders.</p> <p>(j) Bid submission: Bidder should duly upload the documents and fill the bid as per IFB (NIT). The online bid should be submitted before Bid Submission End date.</p> <p>(k) 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 fulfilment 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> <p>(l) 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. The bid opening shall be continued on subsequent dates in case the opening of all the bids is not completed on the date of opening.</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> <p>(m) 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 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. 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
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	<p>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>iv. 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	<p>The bidding process is: 'Single-Stage :Two-Envelope'.</p> <p>The Name of ICB: Procurement of 1200KMs ACSR Zebra Conductor and 2000KMs ACSR Panther Conductor.</p> <p>Bid Identification number shall be mentioned by the bidder prominently on the top of envelope for the bid in the following manner:</p> <p>a. Bidding process for the bid is – "Single-Stage: Two -Envelope".</p> <p>b. Bid Identification No. "JICA-II/MPPTCL/TR-203" (Package No. 3)</p>
ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: Chief Engineer (Procurement)</p> <p>Address: M.P. Power Transmission Company Limited. 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 as per key dates): is clearly indicated in the bid notice (IFB) attached to this document for information and strict compliance. Bidders shall submit their bids electronically as per date indicated in IFB (NIT). The electronic bidding submission procedures shall be as per ITB 23 read with Bid Data sheet ITB24 (New para) and important key dates indicated in ITB 24.1. 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>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. Shri Ajay Shrivastava SE (II) (0761-2702135) 2. Shri Sanjeev Shrivastava E.E (TK-I) (0761-2702264). <p>Note:- Bids received after due date and time of submission shall not be accepted. Purchaser will not be responsible for any delay, internet connection failure or any error in uploading the Bid submission. The Bidders are advised to upload their submissions well before the due date and time of Bid submission to avoid any problems and last minute rush.</p>
ITB 26.1	<p>Add following sub clause</p> <p>Withdrawal / substitution / modification received after deadline prescribed for submission of the Bid shall be rejected forthwith and shall not be read.</p>
TB 27.1	<p>The Techno-commercial 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 Invitation for bid (IFB) for information and strict compliance.</p> <p>Add following paragraph below: The Envelope A and Other Documents Envelope will be opened first. 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. Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non responsive and rejected.</p> <p style="text-align: center;"><u>Part-I Techno- Commercial Bid (Envelope A and Other Documents Envelope)</u></p> <p>Bidders must positively complete on line e-tendering procedure at http://www.mpeproc.gov.in. They shall have to submit the following documents online in the website.</p> <ol style="list-style-type: none"> i. Their complete techno-commercial offer containing detailed material description, specification and all commercial terms and conditions. This document should not contain any price part. ii. Techno-commercial information in the form of questionnaire and all schedules. iii. Hard copies of above techno-commercial offer, questionnaire and all schedules (uploaded in the website) must be submitted in a separate sealed envelope super scribing “Techno-commercial bid for tender no. JICA-II/MPPTCL/TR-203 (Package No.3)”.

	<p><u>Part-II Price bid (Envelope C)</u></p> <p>Bidder shall have to submit the price bid documents & letter of bid downloaded from website and uploaded as per instructions therein. Physical submission of price bid will not be considered. The price bid of techno-commercially qualified bidder shall be opened online at the notified date at www.mpeproc.gov.in. Bidders can view information of date of price bid opening by logging in to website.</p> <p>However, financial proposals of rejected bidders in the technical evaluation shall be returned to such bidder unopened.</p>
E. Evaluation and Comparison of Bids	
ITB 36.1	<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 as declared by State Bank of India.</p> <p>The date for the exchange rate shall be: Date of bid opening.</p>
ITB 35.6	<p>Bidder shall have to offer for full quantity of material covered under the Bid. Bid submitted for part quantity shall not be acceptable and non responsive.</p>
F. Award of Contract	
ITB 41.1	<p>The percentage by which quantities may be increased is : 20%</p> <p>The percentage by which quantities may be decreased is : 10%</p>

Section III. Evaluation and Qualification Criteria

Evaluation and Qualification Criteria

1.0 SCOPE :

1.1 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 37.3 of the Instructions to Bidders, the cost of all quantifiable non-conformities or omissions from the contractual and commercial conditions will be evaluated. The Purchaser will make the price adjustment based on the maximum price quoted for the same item by the other Bidders or on reasonably estimated cost basis in case price for such non confirmative is not available from any other participating bidders.

1.2 Costs for Inland transportation, insurance and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to the Project Site as defined in Section VI, Schedule of supply, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN THE PURCHASER'S COUNTRY, provided in Section IV, Bidding forms. 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 purchaser 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 Ex-works or CIP Price. In addition, the bidder from outside India offering CIP prices shall also indicate the port of entry in India. Although the EXW price are to be quoted separately for each transformers, however cost would be computed by loading the EXW prices, freight charges & loading towards capitalization of losses and based on that completed package price shall be worked out for both the rating of transformers for the lowest evaluated bidder.

1.3 **TECHNICAL CRITERIA :** The minimum required technical level for the Goods and Related Services shall be as per Section VI, Schedule of supply. These criteria shall be evaluated on a pass-fail system with minimum acceptable level for each criteria enumerated. Any major deviation or deficiency from the technical requirement as specified in Section VI, Schedule of supply shall not be accepted. While in case of minor deficiency in technical compliance clarifications in terms of Clause 29 of Section I - ITB may be obtained or evaluation in line with Clause 1.1 above will be done. It may be noted that the Purchaser reserves the right to treat all such bids non-responsive wherein cost of technical deficiency is not quantifiable and the same affects overall technical acceptability of material.

A bid with a technically unacceptable deviation should be considered non-responsive. It is not permissible to accept such a bid on the condition that the bidder concerned provides goods and services which conform to specifications stipulated in the bidding documents without increasing the bid price.

1.4 EVALUATION CRITERIA (ITB 37.6):

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 37.2(f), using the following criteria and methodologies.

(a) **Delivery schedule. (as per Incoterms specified in ITB 14.7)**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive)

specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive.

- (b) **Deviation in payment schedule.** Deviation from terms of payment as specified in Particular Conditions of Contract (PC) is not permitted.
- (c) **Cost of major replacement components, mandatory spare parts, and service.** List of all important major assemblies and components along with quantities for the equipments has been detailed out in the Bid document and accordingly Bidders have to ensure that the offered equipment is complete in all respects with all major assemblies and components. The cost towards set of tools is to be included in the cost of transformer as specified in Section-I, Volume-II.
- (d) **Projected operating and maintenance costs.**
Projected operating and maintenance costs are not applicable as services for operation and maintenance are not required.
- (f) **Testing Charges:**

Various type tests, acceptance tests, routine tests and special tests to be performed are covered under the bid have been spelt out in the bid document. In the absence of clear confirmation from bidders for conducting required tests loading on offered price on the basis of procedure stipulated in clause 1.1 above shall be considered.

1.6. Multiple Contracts (ITB 37.4): Not applicable. However, since the Prices have been called for ACSR Zebra Conductor & ACSR Panther Conductor and the evaluation will be done based on sum of the total corrected price of ACSR Zebra Conductor & ACSR Panther Conductor.

2. Qualification (ITB 32):

(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 Japanese Yen ¥ or INR 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 36.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Purchaser. Any error in determining the exchange rates may be corrected by the Purchaser.

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2. 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 1st January 2016	Must meet requirement	N/A	Must meet requirement	N/A	Form CON
2.2.2	Pending Litigation	Bidders are requested to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five years, with the exception of immaterial claims with cumulative possible impact of	Must meet requirement by itself or as partner to past or existing JVA	N/A	Must meet requirement by itself or as partner to past or existing JVA	N/A	Form CON

		not more than 10% of the bidder's total assets. In case of Joint Venture Association (JVA), each member (i.e. lead member and other members of JVA) of JVA shall submit information of Litigation History. The purchaser may disqualify bidders and/or JV in the event that the total amount of pending or threatened litigation, arbitration or other claims represents hundred percent (100%) of the bidder's net worth.					
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder last five years	Must meet requirement	N/A	Must meet requirement	N/A	Form CON

Notes for the Bidder:

- (i) Non-performance, as decided by the Purchaser, shall include all contracts
- where non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and
 - that were so challenged but fully settled against the supplier.
- Non-performance shall not include contracts where Purchaser's 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 Bidder 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 failure of the Bid.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3. Financial Situation							
2.3.1	Financial Performance	The Purchaser will take account of the following financial capability to verify the qualifications of the Bidders. The audited financial statements of accounts for the last three (3) years submitted by bidder shall be evaluated. These capabilities shall be evaluated on a pass-fail basis only. Submission of Bidder's "Standalone audited financial statements which includes balance sheets and income statements with complete notes to the financial statements or if not required by the law of the bidder's country, other financial statements acceptable to the Purchaser for the last year to demonstrate the current soundness of the bidder's financial position and its prospective long term profitability. As the minimum requirement, a Bidder's net-worth calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN-1 with attachments

2.3.2	Average Annual Turnover	The bidder's income sheet should show minimum average annual total turnover for the last three years should be more than as under: In Japanese Yen ¥ 1034 mn or, In Indian Rupees ₹ 562.00 mn	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN – 2
2.3.3	Financial Resources	i) The documents submitted by the bidder including the audited financial accounts, must demonstrate that the bidder has adequate working capital available to undertake this contract. If the bidder's working capital is inadequate, the bidder should supplement the same with a reputable bank's letter confirming the availability of a line of credit (fund based) such that bidders available working capital plus line of credit put together are adequate to undertake the contract for this package for which the bidder submits his bid which will be equal to at-least: In Japanese Yen ¥ 310.11mn or, In Indian Rupees ₹ 168.60mn Supplementing working capital by any other mode will not be accepted. The tenderer will have to furnish his "Banker's Certificate" in this regard alongwith offer in prescribed Form enclosed in Section-IV. The details in prescribed format as per enclosed in Section-IV shall also be submitted in addition to	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40 % of the requirement	Form FIR – 1

		Balance sheet and Profit & loss Account. This is a mandatory requirement. (In case of Joint Venture, all the members shall collectively fulfill the above specified financial criteria provided that each member of the JVA fulfills the criterion specified in (A) (a) above.					
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contract currently in execution and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR – 1 and FIR – 2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	

2.4. Experience

2.4.1	General Experience	The Bidder should have a minimum experience of Five years of manufacture and supply of ACSR Panther Conductor or higher size offered by them. Period of Five years shall be counted from the date on which 1 st Lot of such ACSR Panther Conductor or higher size conductor had been manufactured and offered for inspection.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 1
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2.4.2	Specific Experience (Performance)	Performance certificate from at least one user agency/electrical utility certifying that the offered ACSR Conductor or higher size is in operation satisfactorily for a period of three years or more.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 2
2.4.3	Production and Sales of Goods offered (Technical capacity)	Bidder should demonstrate with requisite details/document that they have manufactured and supplied a minimum of quantity of 1200Kms. ACSR Zebra or higher size conductor and 2000Kms. ACSR Panther or higher size conductor during any one year in past 5 years	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 3

Note:-

- 1) The material should have been in satisfactory operation for at least three years period from date of commissioning. It may be noted that for the purpose of qualifying this requirement, the bidder will have to submit clear certificates/data as under :-
 - a. Documentation should be furnished alongwith relevant certificate to substantiate that the bidder has a minimum of five years of experience of manufacture and supply of ACSR Panther Conductor as on the date of bid opening. To clarify, the bidder will have to substantiate that they have manufactured and offered ACSR Panther Conductor or higher size for inspection at least 5 years prior to scheduled date of bid opening.

The bid not complying with this requirement shall be treated as non-responsive.
- 2) In case the Bidder is not a manufacturer, but only a duly authorized representative of the manufacturer, the experience requirements as provided in Sub-clause 2.4.1 must be complied with by the manufacturer being duly represented. Otherwise, the bid will be rejected. The manufacturer authorizing the bidder as its representative shall submit a “Manufacturer’s Authorisation” fully committing itself to the responsibilities required by the bidding documents in case of award of contract.
- 3) **Technical Capacity:** The Bidders will have to substantiate that they have capacity to manufacture and supply the quantity of ACSR conductor offered in the bid within specified delivery schedule. For this purpose, the following details will have to be furnished by the bidder:
 - i) While confirming the details, the capacity of bidder will hold good if during that particular year same or higher rating transformers have been supplied by them.

- a. While indicating above details, total quantity of ACSR conductor supplied during past 5 Financial years (from year 2012-13 to 2016-17) may be furnished in the following table:

S. No	Year	Size-wise particulars of Conductor			
		Panther	Zebra	Moose	Other higher size
1	2012-13				
2	2013-14				
3	2014-15				
4	2015-16				
5	2016-17				
6	2017-18 (upto date of tendering)				

The Bidder may please note that the supply details furnished by them should be certified by the Chartered Accountant.

Each bid on Joint Venture basis must indicate the quantities proposed to be supplied by each manufacturer member which should be commensurate with their individual technical capacity. In the event of award of contract, the purchaser may require such Joint Venture to appropriately modify the quantities allocated to each member if in his judgment allocation is not commensurate with technical capacity.

- 4) **Participation on Joint Venture basis:** Participation on Joint venture basis is permitted subject to following conditions.
- 5) Lead member of the joint venture and each member of the joint venture, who is participating in the capacity to manufacture & supply, shall meet the experience requirement as per clause 2.4.1 on individual basis. In case any of the Members does not meet the requirement, the Joint Venture offer will be liable for rejection.

Further, a Joint Venture shall collectively fulfill the requirement of Technical Capacity Criteria as mentioned under clause 2.4.3 above.

- 6) **Once contract is awarded on a company participating as Joint Venture concern, it may be explicitly noted that leader of the Joint Venture after award of contract shall not be permitted to change his status or any of the responsibilities on the basis of which the leader of Joint Venture has participated against bid invitation.**

Section IV. Bidding Forms

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Letter of Bid

Date: [.....]
 Loan Agreement No.: [.....]
 IFB No.: [.....]
 Alternative No.: [.....]

To: [.....]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. in accordance with Instructions to Bidders (ITB 8):
- (b) We, including any subcontractors/suppliers for any part of the Contract, meet the eligibility requirements in accordance with ITB4 and ITB 5;
- (c) We, including any subcontractors/suppliers for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services
- (e) The total price of our Bid, excluding any discounts offered in item (f) below, is:.....
 [In case of only one lot,insert the total Bid Price in words and figures, indicating the various amounts and the respective currencies];
- (f) The discounts offered and the methodology for their application are:

 The discounts offered are:.....

 The exact method of calculations to determine the net price after application of discounts is shown below:.....
- (g) Our Bid shall be valid for a period of 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;
- (h) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;

- (i) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.2(c), other than alternative Bids submitted in accordance with ITB 13;
- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive; and
- (l) 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.

Name of the Bidder*[.....]

Name of the person duly authorized to sign the Bid on behalf of the Bidder**[.....]

Title of the person signing the Bid[.....]

Signature of the person named 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 Schedule Forms

Notes on Price Schedule Forms

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.

4. Price Schedule: Goods Offered From Outside the Purchaser’s Country

Currencies in accordance with ITB Sub-Clause 15							Date: _____ Reference ID No: _____ Alternative No: _____ Page N° _____ of _____ HSN/SAC code _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Deliver date as defined by incoterms	Quantity and physical unit	Unit price CIP [insert place of destination] in accordance with ITB 14.8(b)(ii)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert description of Goods]	[insert country of origin of the Goods]	[insert quote delivery date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIPper unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
Total Price								

Notes: In order to substantiate that the equipment offered is complete in all respects meeting our technical requirements , the Bidder under Column 2 shall brought out description of goods exactly as described in ‘Schedule-I’ of Volume-II (Technical Specification).

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the bid] Date [Insert Date]

Price Schedule: Goods Supplied from within the Purchaser's Country

Purchaser's Country: _____ Date: _____										
IFB No: _____										
Alternative No: _____										
Page No _____ of _____										
1	2	3	4	5	6	7	8	9	10	11
Line Item No	Description of Goods	HSN/SAC code	Delivery date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Rate of GST on Col. 7 & 8	Amount of GST on Col. 7 & 8	Total Price per line item (Col. 7+8)
[insert number of the item]	[insert description of Goods]		As per cl.1.0 of Section-VI, Volume-I	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	(in %)		[insert total price per item]
									Total Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Notes: In order to substantiate that the equipment offered is complete in all respects meeting our technical requirements, the Bidder under Column 2 shall brought out description of goods exactly as described in 'Schedule-I' of Volume-II (Technical Specification).

Price and Delivery Schedule - Related Services

Currencies in accordance with ITB 15.1					Date: _____ IFB No: _____ Alternative No: _____ Page No _____ of _____			
1	2	3	4	5	6		7	
Service No	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination)	Country of Origin	Delivery date at place of final destination	Quantity and physical unit	Unit price		Total Price per Service (Col. 5x6 or estimate)	
					Foreign currency	Local currency	Foreign currency	Local currency
[insert number of the Service]	[insert description of Services]	[insert country of origin of the Services]	As per cl.1.0 of Section-VI, Volume-I	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert unit price per item]	[insert total price per item]	[insert total price per item]
					Total Price			

Name of Bidder [*insert complete name of Bidder*] Signature of Bidder [*signature of person signing the Bid*] Date [*insert date*]

Note: i) Price quoted within the purchaser country in Col.6 shall be in local currency (i.e INR).

ii) Price quoted outside the purchaser country in Col.6 shall be in Foreign currency (i.e USD \$ or Japanese yen ¥) which are convert into Indian Rupees (INR).

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. The Bidder shall include it in its Bid, if so indicated in BDS 19.1(a).]

Date: [insert date of Bid Submission]
IFB No.: [insert number]

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 26, Warranty, of the General Conditions of Contract, with respect to the goods offered by the above firm.

Name: [insert complete name of person signing the Authorization]

In the capacity of [insert legal capacity of person signing the Authorization]

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

Duly authorized to sign the Authorization for and on behalf of: [insert complete name of Manufacturer]

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

Form ELI - 1: Bidder Information

[The Bidder shall provide the following information.]

Date: [.....]

IFB No.: [.....]

Page [.....]of[.....]pages

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

Form ELI - 2: Bidder's Party (JVA) Information

Date: [.....]

IFB No.: [.....]

Page [.....] of [.....] 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 subcontractors/suppliers proposed to be used by the Bidder for any part of the Contract resulting from this process.]

1. Bidder's legal name: [insert full name]
2. Bidder's Party legal name: [insert full name of Bidder's Party]
3. Bidder's Party country of registration: [insert country of registration]
4. Bidder's Party year of incorporation: [insert year of incorporation]
5. Bidder's Party legal address in country of registration: [insert street/number/town or city/country]
6. Bidder's Party authorized representative information Name: [insert full name] Address: [insert street/number/town or city/country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] Email Address: [insert email address]
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, 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 Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2016, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1 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 Purchaser: <i>[insert full name]</i> • Address of Purchaser: <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 Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2.				
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2 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 Purchaser: <i>[insert full name]</i> • Address of Purchaser: <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 under Arbitration or being dealt with by the Judiciary]</i> 	<i>[insert amount]</i>

3. Litigation History

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

S. No.	Particulars	Historic information for previous 3years (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: Financial Resources(Bank Certificate)

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. _____ (_____) 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 :-

SNo.	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: Current Contract Commitments

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

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

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

[Bidders and each member of a JV 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 accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3.]

Current Contract Commitments					
No.	Name of Contract	Purchaser's Contact Address, Tel, Fax	Value of Outstanding Work [Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1					
2					
3					
4					
5					

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 supply 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 supply performed by the Bidder: <i>[describe supply performed briefly]</i> Name of Purchaser: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Date of order/Date of inspection of 1st Lot 	<i>[insert "Prime Supplier" (Single entity or JV member) or "Subcontractor"]</i>

Note:- For verification of above information the bidders shall submit the all the relevant document alongwith certificate to substantiate that the bidder has a minimum of five years of experience of design, manufacture and supply of ACSR Panther Conductor or higher size as on the date of bid opening. To clarify, the bidder will have to substantiate that they have manufactured and offered transformer for ACSR Panther Conductor or higher size for inspection at least 5 years prior to scheduled date of bid opening.

Form EXP -2: Specific Experience(Performance criteria)

[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, Sub-Factor 2.4.2.]

Contract of Similar Capacity	
Item	Information
Contract No & date	[insert contract name and reference identification number, if applicable]
Name of utility	[insert day, month, year, e.g., 15 June, 2015]
DOC (alongwith copy of performance certificate as per cl.2.4.2)	[insert day, month, year, e.g., 03 October, 2017]
Purchaser's Name:	[insert full name]
Address:	[indicate street / number / town or city / country]
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]
E-mail:	[insert E-mail address, if available]

Note:- For verification of above information the bidders shall submit Performance certificate from at least one user agency certifying that the offered ACSR Conductor or higher size is in operation satisfactorily for a period of three years or more. The performance certificate issued should not be more than five(5) years older from the date of bid opening.

Form EXP -3: Production and Sales of Goods offered (Technical Capacity)

[The following table shall be filled in for Goods offered by the Bidder, by each member of a JV and by a subcontractor.]

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

The Bidders will have to substantiate that they have capacity to design, manufacture and supplied a minimum of quantity of **14200Kms. ACSR Zebra or higher size conductor and 21000Kms. ACSR Panther or higher size conductor** during any one year in past 5 Financial years (from year 2012-13 to 2017-18) may be furnished in the following table:

S. No	Year	Size-wise particulars of Conductor			
		Panther	Zebra	Moose	Other higher size
1	2012-13				
2	2013-14				
3	2014-15				
4	2015-16				
5	2016-17				
6	2017-18 (upto date of tendering)				

The Bidder may please note that the supply details furnished by them should be certified by the Chartered Accountant.

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

A) I,.....[insert name and position of authorized signatory], being duly authorized by [insertname 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.

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

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 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

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.

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)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

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

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

BID GUARANTEE No.: _____

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the bid") for the execution of [name of contract] under [Loan Agreement No. and Reference ID No., if any].

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its bid during the period of bid validity specified by the Bidder in the Form of bid; or
- (b) having been notified of the acceptance of its bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

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

[signature(s)]

Form of Bid Security (Bid Bond)

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 Purchaser*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Purchaser”) in the sum of [*insert amount of Bond in words and figures*]², 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.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the [*insert day*] day of [*insert month*], 20[*insert year*], for the execution 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 Letter of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser 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 Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 Bids or extended by the Purchaser 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)

(Printed name and title)

(Signature)

(Printed name and title)

² The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.

Form of Power of Attorney for Joint Venture

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder

Details of Members :

1. M/S (A Company incorporated under the laws of..... / A Partnership Firm registered under the etc.) and having its Registered Office at (complete address).
2. -do-
3. -do-

..... have formed a Joint Venture/intend to form a Joint Venture under the laws of and having/or intend to have our Registered Office/Head Office 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 Member Incharge / Lead Member to hereby constitute, nominate and appoint Mr.....(name & designation) of M/Sa Company incorporated under the laws of and having its Registered / Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Bid Identification No..... Lot..... the bids for which have been invited by the M.P. Power Transmission Company Limited (hereinafter referred to as 'Purchaser')

- i. to submit proposal and participate in the aforesaid Bid Identification of the Purchaser on behalf of the "Joint Venture".
- ii. to negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser 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".
- v. In the event of an order placed on M/S (Member Incharge/Lead Member) supplies shall be made by all the members as per Bidding Documents and as per the schedule hereunder.

Schedule of Deliveries

S.No.	Delivery Schedule	Quantity	Name of Supplier (Member) from Joint Venture

The quantities to be supplied by the Joint Venture against the order placed will be directly supplied by the individual members to the Purchaser and payments will be made by the Purchaser to the Member Incharge/ Lead Member against individual invoices raised by them. The Purchaser will issue PAC payment Certificate and any other documents required as per Government of India's Import-Export Policy to the concerned Members.

- vi. The Purchaser may place only one purchase order on our Member Incharge/Lead Member of the Joint Venture incorporating the names of all the Joint Venture Members and schedule of deliveries against each member. We confirm that commitments made and liabilities incurred by the leader (Partner Incharge/Lead Member) shall be binding on all the Joint Venture members and all of us shall be jointly and severally responsible for faithful execution of the contract and discharge the liabilities jointly and severally.
- vii. In the event of award of contract, we the Joint Venture members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and in accordance with specifications and within the schedule time.
- viii. The Member Incharge/Lead Member is hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the joint venture members and entire execution of the contract.
- ix. In the event of any default in executing contract, that is in supplying the material in accordance with specifications and within the schedule time by any member / members of Joint Venture, the remaining other member / members shall accept liability and execute the contract in full as provided in Clause (vii) of this agreement.
- x. We, all the Members of the Joint Venture hereby agree and undertake that in the event of any change in the Constitution of any Joint Venture, the rights and obligations of the Joint Venture shall continue to be in full force without any effect thereof.
- xi. We, all the members of Joint Venture undertake, that we shall not cancel or amend this agreement unilaterally and without the consent of Purchaser and such consent will be obtained in writing. We also undertake that this agreement will be duly registered in any Registrar's Office located in
- xii. We hereby, extend our full guarantee and, warranty as per Clause 27 of the General conditions of contract (Section-VII) and GCC 27.3 of SCC, Section-VIII of commercial Bid document for the goods offered for supply against this invitation for bid by leader of Joint Venture M/S
- xiii. It is already understood that the Member Incharge / Lead Member shall ensure performance of the Contract(s) and if one or more Member fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Members.

- xiv. It is expressly understood that this Powers of Attorney shall remain valid binding and irrevocable till completion of the Warranty Period in terms of the Contract.
- xv. The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney / Authorised Representative quotes in the bid, negotiates and signs the Contract with Purchaser 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 WHEREOF, the duly constituted attorney/ Authorised Representative of each of the Members 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 Members of Joint Venture:-

- 1. Signature, Name, Designation and Common Seal of the Company
- 2. -do-
- 3. -do-

The common Seals of the aforesaid Members Constituting the Joint Venture have been affixed there unto in the presence of

WITNESS:

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

Section V. Eligible Source Countries of Japanese ODA Loans

All countries and area are eligible

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

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(These are available in Volume II of Bid Document)	

1.0 LIST OF GOODS

Bid No. : JICA-II/MPPTCL/TR-203 (Package No. 3).		
Bid Name: Procurement of 1400KMs ACSR Zebra Conductor and 2100KMs ACSR Panther Conductor.		
Package No.	Description of Goods	Quantity In Kms
3	54/7/3.18 mm ACSR Zebra Conductor	1200
3	30/7/3.00 mm ACSR Panther Conductor	2000

Note:- The bidders are required to offer the prices for the materials exactly as per the description mentioned above. For the purpose of offering prices, formats prescribed at pages 4-4 and 4-5 (as applicable) of Section-IV “Bidding Forms” should be used.

2.0 DELIVERIES AND COMPLETION SCHEDULE

- The delivery schedule in the table below indicates a delivery period by which the material will be notified by the supplier for final inspection. In case the material is not received within one month from the date of issue of dispatch clearance, the actual date of receipt will be considered as date of delivery for the purpose of calculating Liquidated Damages.
- The delivery period shall be counted from the date of signing contract Agreement.
- The period of delivery takes into account the period required for approval of drawings. All approvals shall be conveyed within two weeks time after submission of drawings.

Discription of Goods/ Item	DELIVERY SCHEDULE	
	Delivery period within	Quantity in Kms.
54/7/3.18mm ACSR ZEBRA CONDUCTOR (Qty-1200 Kms)	2nd Month	200 Kms.
	3rd Month	200 Kms.
	4th Month	200 Kms.
	5th Month	200 Kms.
	6 th Month	200 Kms.
	7 th Month	200 Kms.
30/7/3.00 mm ACSR PANTHER CONDUCTOR (Qty-2000 Kms)	2nd Month	300 Kms.
	3rd Month	300 Kms.
	4th Month	300 Kms.
	5th Month	300 Kms.
	6 th Month	300 Kms.
	7 th Month	300 Kms.
	8 th Month	200 Kms.
For the sake of clarity, if the Contract Agreement is executed on 15.09.2009, the contractual delivery period for the 2nd, 3rd & 4th months shall end on 14.11.2009, 14.12.2009 and 14.01.2010 respectively.		

Note :

- (i) **Please note that delivery schedule indicated above is tentative & subject to change based on target dates of the projects and as such delivery shall be regulated based on Progress of ongoing works and availability of funds. It is to note that no manufacturing activities shall be taken up by the bidder without obtaining manufacturing clearance. Based on our requirement, manufacturing clearance shall be given mentioning therein about the month of our requirement.**
- (ii) **The delivery period shall be counted from the date of issuance of manufacturing clearance letter wherein month/ date of delivery shall be mentioned & same shall be considered as contractual delivery for all contractual purposes against the contract.**

3.0 RELATED SERVICES

Cost of related services should be quoted as per format on page 4-6 Section IV.
Related services should include:

- i) Cost of inland freight and inland insurance in India.
- ii) Cost of Indian Agents commission in Rupees if any payable over and above CIF price for goods to be offered from outside the purchaser's country.

4.0. SITE/TRANSMISSION STORES FOR DELIVERY OF GOODS:

The supplier shall be required to deliver the material covered in the contract to the Transmission Stores/Project Sites, anywhere in the State of Madhya Pradesh.

The details of consignees and destinations, where the material would be required to be delivered, shall be intimated while issuing the dispatch instructions.

**PART 3 – Conditions of Contract and
Contract Forms**

Section VII. General Conditions (GC)

Notes on General Conditions

The Conditions of Contract comprise two parts:

- (a) **Standard General Conditions** – GC (Section VII of the Bidding Documents); and
- (b) **Particular Conditions** – PC (Section VIII of the Bidding Documents).

The General Conditions set forth in Part 3, Section VII of these Standard Bidding Documents for Procurement of Goods (version 1.1) published by JICA in May, 2013 (hereinafter referred to as “Standard GC”) contain general clauses to be applied to all Contracts.

The use of these Standard GC, in all Bidding Documents/Contracts for procurement of Goods financed by Japanese ODA Loans is **required**, and they shall be used without any modification. If the General Conditions in the Bidding Documents/Contracts prepared by the Purchaser contain modifications from the Standard GC, JICA will not consider them valid and the Standard GC, as defined above, shall apply.

The GC in this Section, read in conjunction with the Particular Conditions in Section VIII and other documents listed therein, should be a complete document expressing all the rights and obligations of the contracting parties.

Any amendments and additions to the General Conditions, specific to the Contract in hand, should be introduced in the Particular Conditions. A number of such Particular Conditions, applicable to the above Conditions of Contract, are included in Section VIII.

The Particular Conditions (PC) take precedence over the General Conditions—see Article 3 of the Contract Agreement.

Whoever drafts the PC should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones.

Clause numbers in the PC correspond to those in the GC.

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 Goods (version 1.1) published by JICA in May, 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/tender/index.html

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

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1. Definitions

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

- (a) “Base Date” means the date 28 days prior to the latest date for submission of the Bids.
- (b) “Completion” means the Goods or any portion thereof, including the Related Services, if applicable, have been delivered by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (c) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (e) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (f) “day” means calendar day.
- (g) “GC” means the General Conditions.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Incoterms” means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition as of the Base Date), 38 Cours Albert 1^{er}, 75008 Paris, France.
- (j) “JICA” means Japan International Cooperation Agency.
- (k) “PC” means the Particular Conditions.
- (l) “Project Site” means the place of the final destination as **named in the PC**.
- (m) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the PC**.

- (n) “Purchaser’s Country” is the country **specified in the PC**.
- (o) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, excluding inland transportation and other services required to convey the Goods to their final destination.
- (p) “Subcontractor” means any person to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier, and the legal successors in title to each of these persons.
- (q) “Supplier” means the person(s) whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and the legal successors in title to this person(s).

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt or Fraudulent Practices

- 3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Supplier’s employment under the Contract and cancel the Contract, and the provisions of GC Clause 33 shall apply as if such expulsion had been made under GC Sub-Clause 33.1.
- 3.2 Should any employee of the Supplier be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that employee shall be removed.

4. Interpretation

- 4.1 In the Contract, except where the context requires otherwise:
- (a) words indicating one gender include all genders;
 - (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (c) provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be recorded in

writing;

- (d) the word “Tender” is synonymous with “Bid,” “Tenderer,” with “Bidder,” and “Tender Documents” with “Bidding Documents;” and
- (e) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the latest edition of Incoterms as of the Base Date.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-Waiver

- (a) Subject to GC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party’s rights, powers, or remedies under

the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4.7 Country of Origin

“Origin” means the place where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in the PC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Notices

7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing and delivered against receipt.

7.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

8. Governing Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, **unless**

otherwise specified in the PC.

9. Settlement of Disputes

- 9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration shall be conducted as follows:
- (a) if the Contract is with foreign Suppliers (or if the lead partner is a foreign Supplier, in case of a JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration, by one or more arbitrators appointed in accordance with said arbitration rules.
 - (b) if the Contract is with domestic Suppliers, arbitration with proceedings conducted in accordance with the laws of the Purchaser's Country.

The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in GC Sub-Clause 5.1.

- 9.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

10. Scope of Supply

- 10.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

- 11. Delivery and Documents** 11.1 Subject to GC Sub-Clause 31.1, the delivery of the Goods and Related Services shall be in accordance with the Delivery Schedules specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the PC**.
- 12. Supplier's Responsibilities** 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC Clause 10, and the Delivery Schedules, as per GC Clause 11.
- 13. Contract Price** 13.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in the PC**.
- 14. Terms of Payment**
- 14.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as **specified in the PC**.
- 14.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods and Related Services delivered, and by the documents submitted pursuant to GC Clause 11 and upon fulfillment of all other obligations stipulated in the Contract.
- 14.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 14.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.
- 14.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. **Unless otherwise stated in the PC**, the applicable interest rate shall be at the annual rate of three (3) percentage points above the discount rate of the central bank in the country of the currency(ies) of payment, or if not available, the interbank offered rate, and shall be paid in such currency.
- 15. Taxes and Duties** 15.1 For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

15.2 For Goods supplied from within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

15.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

16. Performance Security

16.1 If required as **specified in the PC**, the Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a performance security for the performance of the Contract in the amount **specified in the PC**.

16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

16.3 As **specified in the PC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in Section IX, Contract Forms, or in another format acceptable to the Purchaser.

16.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date on which the Supplier's performance obligations under the Contract, including any warranty obligations, have been completed.

17. Copyright

17.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

18. Confidential Information

18.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following

completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GC Clause 18.

18.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

18.3 The obligation of a party under GC Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with JICA or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18.4 The above provisions of GC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

18.5 The provisions of GC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.

19. Subcontracting

19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

19.2 Subcontracts shall comply with the provisions of GC Clause 3.

19.3 If the Supplier uses a subcontractor for production and sales of

Goods offered, such a subcontractor shall be named in the Contract. The Supplier shall be required to obtain the prior consent of the Purchaser in case the Supplier intends to replace any subcontractor named in the Contract with another subcontractor.

20. Specifications and Standards

20.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in the Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GC Clause 31.

21. Packing and Documents

21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the PC**, and in any other instructions ordered by the Purchaser.

- 22. Insurance** 22.1 **Unless otherwise specified in the PC**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the PC**.
- 23. Transportation** 23.1 **Unless otherwise specified in the PC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 24. Inspections and Tests**
- 24.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the PC**.
- 24.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as **specified in the PC**. Subject to GC Sub-Clause 24.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 24.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GC Sub-Clause 24.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 24.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 24.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the

other obligations so affected.

- 24.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 24.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GC Sub-Clause 24.4.
- 24.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GC Sub-Clause 24.6, shall release the Supplier from any warranties or other obligations under the Contract.

25. Liquidated Damages

- 25.1 Except as provided under GC Clause 30, if the Supplier fails to deliver any or all of the Goods or Related Services by the Completion date specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the PC** of the delivered price of the delayed Goods or Related Services for each week or part thereof of delay until actual delivery, up to a maximum deduction of the percentage **specified in the PC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GC Clause 33.

26. Warranty

- 26.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 26.2 Subject to GC Sub-Clause 20.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the Purchaser's Country where the Project Site is located.
- 26.3 **Unless otherwise specified in the PC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination defined as the Project Site, or for eighteen (18) months after the date of shipment from the

port or place of loading in the country of origin, whichever period concludes earlier.

- 26.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 26.5 Upon receipt of such notice, the Supplier shall, within a reasonable period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 26.6 If having been notified, the Supplier fails to remedy the defect within a reasonable period, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

27. Patent Indemnity

- 27.1 The Supplier shall, subject to the Purchaser's compliance with GC Sub-Clause 27.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the Purchaser's Country where the Project Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 27.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GC Sub-

Clause 27.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

27.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

27.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

27.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement

29. Change in Laws and Regulations

- 29.1 Unless otherwise specified in the Contract, if after the Base Date, any law, regulation, ordinance, order or bylaw having the

force of law is enacted, promulgated, abrogated, or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) in the Purchaser's Country where the Project Site is located that subsequently affects the delivery date and/or the Contract Price, then such delivery date and/or Contract Price shall be correspondingly adjusted, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GC Clause 13.

- 30. Force Majeure**
- 30.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 30.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 30.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 31. Change Orders and Contract Amendments**
- 31.1 The Purchaser may at any time order the Supplier through notice in accordance GC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery Schedules, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

32. Extensions of Time

32.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or Related Services pursuant to GC Clause 11, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

32.2 Except in case of Force Majeure, as provided under GC Clause 30, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GC Clause 25, unless an extension of time is agreed upon, pursuant to GC Sub-Clause 32.1.

33. Termination

33.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GC Clause 3, in competing for or in executing the Contract.

- (b) If the Supplier:
- (i) fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GC Clause 32; or
 - (ii) fails to perform any other obligation under the Contract;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to GC Sub-Clause 33.1.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GC Clause 33.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

33.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

33.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

34. Assignment

34.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**35. Export
Restriction**

35.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, the Purchaser's Country, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 33.3.

PART 3 – Conditions of Contract and Contract Forms

Section VIII. Particular Conditions (PC)

Particular Conditions (PC)

GC 1.1(l)	The Project Site(s)/Final Destination(s) is/are: As indicated in Section VI of Volume I.
GC 1.1(m)	The Purchaser is: Madhya Pradesh Power Transmission Company Limited , Jabalpur- 482 008 (M.P) India.
GC 1.1(n)	The Purchaser's Country is India
GC 4.2 (b)	The version edition of Incoterms shall be: Incoterm 2000 with latest amendment.
GC 5.1	The language shall be English
GC 9.2	<p>The rules of procedure for arbitration proceedings pursuant to GC Clause 9.2 shall be as follows:</p> <p>(i) Arbitration proceedings in case of Indian contractor shall be conducted in accordance with laws of India (Indian Arbitration and Conciliation Act of 1996 and the Amending Act 2015). The place for arbitration shall be Jabalpur.</p> <p>(ii) Arbitration proceedings in case of Foreign contractor shall be administered by the ICC and conducted under the ICC Rules of Arbitration. The place for arbitration shall be New Delhi, whichever may be preferred by appointed panel of arbitrators for foreign bidders.</p>
GC 11.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>(A) FOR GOODS SUPPLIED FROM ABROAD AS PER INCOTERM CIP :</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company.</p> <p>(a) Copy of the Supplier's 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 Purchaser combined or separately.</p> <p>(f) Certificate of Origin.</p> <p>(g) Manufacturer's/Supplier's warranty certificate</p> <p>The Supplier should ensure that Purchaser 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 Supplier will be responsible for any consequent expenses/losses.</p> <p>(B) FOR GOODS SUPPLIED FROM WITHIN THE PURCHASER'S</p>

	<p>COUNTRY AS PER INCOTERM EXW INCLUDING FREIGHT AND INSURANCE CHARGES:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser;</p> <ul style="list-style-type: none"> (a) Copy of the Supplier's invoice showing the description of the Goods, quantity, unit ex-works price and total amount; (b) Copy of Motor Transport Receipt (MTR) of a transport contractor approved by Indian Bankers Association. (c) Copy of packing list identifying contents of each Package. (d) Copy of the Insurance Certificate (e) Copy of test certificate approval and Despatch Instructions issued by the Purchaser combined or separately. (f) Certificate of Origin. (g) Manufacturer's/Supplier's warranty certificate. <p>The Supplier should ensure that Purchaser shall receive the above documents atleast two weeks before arrival of the Goods at place of arrival and, if not received, the Supplier will be responsible for any consequent expenses/losses.</p>
<p>GC 11.2 (added)</p>	<p>Documents to be submitted by the supplier for payment:</p> <p>(A) PAYMENT FOR GOODS SUPPLIED FROM ABROAD AS PER INCOTERM CIP :</p> <p>(I) For 10% Advance Payment of CIP contract Price (on acceptance of advance payment security in the form of Bank Guarantee) following documents are to be submitted to the purchaser:-</p> <ul style="list-style-type: none"> a. Four copies of the supplier's invoice showing the contract no. and date. b. Four copies of "Claims for Payment" (Form CFP enclosed). c. Four copies of Advance Payment Security Bank Guarantee acceptance letter of Purchaser. <p>(II) For 90% of CIP Payment on Shipment :The payment is to be claimed through Letter of credit along with following documents:</p> <ul style="list-style-type: none"> a. Four copies of the supplier's invoice showing the contract No. & date, description of the Goods as per the contract, name of Consignee, quantity, unit CIP Price (Net of 100% liquidated damages & 100% negative PV). Invoice should be duly inscribed with details of Despatch Instructions, name of consignee & destination. b. Four copies of the Liquidated Damage certificate issued by the purchaser. c. Four copies of the Marine & Inland Insurance Certificate. d. Four copies of Undertaking by the Supplier that equipment / material with all components has been shipped, complete in all respects, at site as per Proforma I. e. Four copies of supplier's Packing List. f. Copy of test certificate approval and Despatch Instructions issued by the

	<p>Purchaser combined or separately.</p> <p>g. Four copies of supplier's certificate of origin.</p> <p>h. Four copies of the freight prepaid non negotiable "Bill of Lading".</p> <p>i. Four copies of "Claims for Payment" (Form CFP enclosed)</p> <p>j. A clear certificate mentioning invoice details, details of Despatch Instructions, name of consignee & destination as per proforma II should be submitted to certify that there is "no negative price variation" on the date of inspection call of the equipment/material covered under the above invoice.</p> <p>In case if there is negative price variation, then supplier will have to submit calculations towards price variation supported by IEEMA/equivalent indices along with the invoices. Certificate in this respect required to be given as per Proforma-III.</p> <p>A copy of above documents are to be submitted to the purchaser also immediately upon shipment.</p> <p>(III) For Payment of Price escalation: The payment is to be claimed for which following documents are required to be submitted to the purchaser :-</p> <p>a. Four copies of the supplier's invoice showing the description of the Goods as per the contract, quantity, Invoice should be duly inscribed with details of Despatch Instructions, name of consignee & destination, 90% payment invoice & date.</p> <p>b. PV calculation with IEEMA circulars duly attested by supplier and relevant Proforma as per GC13.1.</p> <p>c. Four copies of "Claims for Payment" (Form CFP enclosed).</p> <p>d. Four copies of Material Receipt Certificate (MRC).</p> <p>(IV) For payment of Taxes/GST after settlement of PV claims : The payment is to be claimed from purchaser for which following documents are required to be submitted to the purchaser :-</p> <p>a. Four copies of the supplier's invoice showing the description of the Goods as per the contract, quantity. Invoice should be duly inscribed with MRC, details of Despatch Instructions and name of consignee & destination, 90% payment invoice & date.</p> <p>b. Four copies of Material Receipt Certificate (MRC).</p> <p>(B) PAYMENT FOR GOODS SUPPLIED FROM WITHIN THE PURCHASER'S COUNTRY AS PER INCOTERM EXW :</p> <p>(I) For 10% Advance Payment of Ex-works Contract Price (on acceptance of advance payment security in the form of Bank Guarantee) following documents are to be submitted to the purchaser:-</p> <p>a. Four copies of the supplier's invoice showing the contract no. and date.</p> <p>b. Four copies of "Claims for Payment" (Form CFP enclosed).</p> <p>c. Four copies of Advance Payment Security Bank Guarantee acceptance letter of Purchaser.</p>
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(II) For 90% of Ex-works price Payment on delivery alongwith 100% freight & insurance : The payment is to be claimed for which following documents are required to be submitted to the purchaser :-

- a. Four copies of the supplier's invoice showing the contract No. & date description of the Goods as per the contract, quantity, unit ex-works Price, net of 100% liquidated damages & 100% negative PV alongwith 100% freight & insurance. Invoice should be duly inscribed with MRC, details of Despatch Instructions and name of consignee & destination.
- b. Four copies of the Liquidated Damage certificate issued by the purchaser.
- c. Four copies of Insurance Certificate.
- d. Four copies of Undertaking by the Supplier that equipment / material with all components has been delivered, complete in all respects, at site as per Proforma I.
- e. Four copies (including original) of Material Receipt Certificate (MRC) for all items as per (d) above from consignee.
- f. Four copies of supplier's Packing List.
- g. Copy of test certificate approval and Despatch Instructions issued by the Purchaser combined or separately.
- h. Four copies of supplier's certificate of origin.
- i. Four copies of LR/MTR .
- j. Four copies of "Claims for Payment" (Form CFP enclosed).
- k. A clear certificate mentioning invoice details, MRC details and name of consignee as per proforma II should be submitted to certify that there is "no negative price variation" on the date of inspection call of the equipment/material covered under the above invoice.

In case if there is negative price variation, then supplier will have to submit calculations towards price variation supported by IEEMA indices alongwith the invoices. Certificate in this respect is required to be given as per Proforma-III.

(III) For Payment of Price escalation: The payment is to be claimed for which following documents are required to be submitted to the purchaser :-

- a. Four copies of the supplier's invoice showing the description of the Goods as per the contract, quantity, Invoice should be duly inscribed with MRC, details of Despatch Instructions and name of consignee/destination, 90% payment invoice & date.
- b. PV calculation with IEEMA circulars duly attested by supplier and relevant Proforma as per GC 13.1.
- c. Four copies of "Claims for Payment" (Form CFP enclosed).
- d. Four copies of Material Receipt Certificate (MRC).

(IV) For payment of GST after settlement of PV claims : The payment is to be claimed from purchaser for which following documents are required to be submitted to the purchaser :-

- a) Four copies of the supplier's invoice showing the description of the

	<p>Goods as per the contract, quantity. Invoice should be duly inscribed with MRC, details of Despatch Instructions and name of consignee & destination, 90% payment invoice & date.</p> <p>b) Four copies of Material Receipt Certificate (MRC).</p>
GC 13.1	<p>The prices charged for the Goods supplied and the related services performed shall be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment indicated in Annexure-I.</p>
GC 14.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>(A) PAYMENT FOR GOODS SUPPLIED FROM ABROAD AS PER INCOTERM CIP :</p> <p>(I) 10% advance payment: The same shall be paid in 30 days from the date of submission of valid claim complete in all respect, irrespective of the currency of the contract. An Advance Payment Security in the form of a Bank Guarantee for an amount equal to amount of advance payment is to be submitted by the contractor. The “Advance payment Security” shall be in the form Bank Guarantee issued by a reputed bank having branch in India acceptable to the Employer as specified in Section IX, Contract Forms.</p> <p>(II) 90% payment on Shipment, net of 100% Liquidated Damage and Negative Price Variation alongwith 100% freight & insurance charges:</p> <p>a) The same shall be paid in 30 days from the date of submission of valid claim complete in all respect. The supplier will claim Ninety (90) percent of CIP Price net of 100% Liquidated Damage and 100% Negative PV of the Goods supplied upon submission of documents specified in GC Clause 11.2. The letter of credit shall be established by the purchaser through its Bank and the letter of credit opening charges shall be borne by the Purchaser.</p> <p>(III) 100% Price Variation claim (less advance if any) payment net of Liquidated Damage : The same shall be paid in 45 days from the date of submission of valid claim complete in all respect, irrespective of the currency of the contract. The Price Variation shall be calculated as per formula stipulated above in GC 13.1.</p> <p>(IV) Goods and Service tax (GST) payment after settlement of PV claim : The same shall be paid by the Purchaser directly, in 45 days from the date of submission of valid claim complete in all respect.</p> <p>(V) Specific points to be noted by the Supplier for claiming Payment:</p> <p>a. The Supplier will have to prepare invoice for full quantity and full value of the equipment covered under the Despatch Instructions, which is to be claimed by him as per terms of the contract.</p> <p>b. For claiming all type of payments, the documents complete in all respects should be submitted.</p>

	<p>c. Since 10% advance, 90% payments, payment of price variation specified in the bid document, are required to be made separately, it is necessary that there should be some procedure to interlink all these payments equipment wise. For this purpose, it may be noted by the bidder that while claiming payments, details of Despatch Instructions, name of Transmission Area Store and destination, 90 % invoice number & date and MRC's should be clearly mentioned on the right hand top of each invoice. In case this is not done and the documents may not be linked properly, responsibility for delay in payment will rest on the Supplier.</p> <p>d. Raising of proper claim complete in all respect is the responsibility of supplier.</p> <p>(B) PAYMENT FOR GOODS SUPPLIED FROM WITHIN THE PURCHASER'S COUNTRY AS PER INCOTERM EXW :</p> <p>(I) 10% advance payment.</p> <p>The same shall be paid in 30 days from the date of submission of valid claim complete in all respect, irrespective of the currency of the contract. An Advance Payment Security in the form of a Bank Guarantee for an amount equal to the amount of advance payment is to be submitted by the contractor. The "Advance payment Security" shall be in the form Bank Guarantee issued by a reputed bank having branch in India acceptable to the Employer as specified in Section IX, Contract Forms.</p> <p>(II) 90% payment against delivery at site, net of 100% Liquidated Damage and Negative Price Variation alongwith 100% freight & insurance charges.</p> <p>a) The same shall be paid in 30 days from the date of submission of valid claim complete in all respect. The supplier will claim Ninety (90) percent of the Ex-works Price net of 100% Liquidated Damage and 100% Negative PV alongwith 100% Freight & Insurance charges of the Goods supplied of the Goods upon submission of documents specified in GC Clause 11.2.</p> <p>(III) 100% Price Variation claim (less advance if any) payment net of Liquidated Damage:</p> <p>The same shall be paid in 45 days from the date of submission of valid claim complete in all respect, irrespective of the currency of the contract. The Price Variation shall be calculated as per formula stipulated above in GC 13.1.</p> <p>(IV) Goods & Service Tax (GST) payment after settlement of PV claim :</p> <p>The same shall be paid by the Purchaser directly, in 45 days from the date of submission of valid claim complete in all respect.</p> <p>(VI) Specific points to be noted by the Supplier for claiming Payment:</p> <p>a. The Supplier will have to prepare MRC-wise invoice for full quantity and</p>
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	<p>full value of the equipment covered under the MRC, which is to be claimed by him as per terms of the contract. This is necessary, since in case partial payment is claimed by the supplier, then at the time of claiming balance payment, original MRC will not be available, which will result into delay in payment of subsequent invoice.</p> <p>b. For claiming all type of payments, the documents complete in all respects should be submitted.</p> <p>c. Since 10% advance,90% payments, 100% payment of price variation and GST specified in the bid document, are required to be made separately, it is necessary that there should be some procedure to interlink all these payments equipment wise. For this purpose, it may be noted by the bidder that while claiming all these payments, details of Dispatch Instructions, MRC number and date, name of Transmission Area Store and destination, 90% invoice number & date and MRC's should be clearly mentioned on the right hand top of each invoice. In case this is not done and the documents may not be linked properly, responsibility for delay in payment will rest on the Supplier.</p> <p>d. Raising of proper claim complete in all respect is the responsibility of supplier.</p>
GC 15.1	<p>GOODS AND SERVICES TAX (GST):</p> <p>(a) Ex-works prices and freight charges should be quoted exclusive of GST. The rate and amount of GST as applicable should be mentioned separately.</p> <p>(b) The GST shall be payable as per actual subject to submission of documentary evidence.</p> <p>(c) GST on raw material/ semi finished product shall not be payable extra and is treated as included in the quoted F.O.R. prices. Also variation in GST on raw material/ semi-finished product, if any, during the pendency of order, shall be borne by the suppliers.</p> <p>(d) Any variation in GST shall be payable subject to submission of documentary evidence within the contractual delivery period of the contract only. The GST on finished equipment will be paid by the purchaser as per the rates in force at the time of despatch, provided the actual delivery is in conformity with the contractual delivery schedule. If there has been delay in delivery and extension in time has been granted by the purchaser covering such delay, then the GST will be paid as per rates in force at the time of despatch. If however, there is delay and extension in time is not granted, payment of GST on finished equipment shall be limited to the rates applicable to the contractual delivery period/ or the actual delivery date whichever is less.</p>
GC 16.1	<p>The Supplier shall provide a Performance Security of ten (10) % of the Contract Price.</p> <p>The Performance Security shall be in the form of Bank Guarantee issued by a reputable bank located in India or abroad, acceptable to the Purchaser, in the format included in Section IX, Contract Forms.</p>

	The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.
GC 21.2	The packing, marking and documentation within and outside the packages shall be as specified in Volume II Technical Specification.
GC 22.1	<p>(a) FOR GOODS SUPPLIED FROM ABROAD AS PER INCOTERM CIP: Goods supplied under the contract shall be also fully insured on all risk basis during Marine cum inland transit up to project site / Store in the purchasers country. The supplier must insure the Goods for an amount equal to 110 percent of (the CIP price of goods plus inland transportation cost).</p> <p>(b) FOR GOODS SUPPLIED FROM WITHIN THE PURCHASER'S COUNTRY AS PER INCOTERM EXW : Goods supplied under the contract shall be also fully insured on all risk basis during inland transit up to project site / Store in the purchasers country. The supplier must insure the Goods for an amount equal to 110 percent of (the EXW price of goods plus inland transportation cost).</p> <p>(c) In case of any loss /damage, it may be explicitly noted by the Supplier that responsibility of lodging of claim and its settlement with the Insurance company will rest on the supplier as all such losses shall be exclusively borne by the Supplier only.</p>
GC 23.1	The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. Obligations for transportation of goods shall be in accordance with Section VI-Schedule of Requirements.
GC 24.1	The inspections and tests shall be : as per Section VI, Schedule of supply.
GC 24.2	The Inspections and tests shall be conducted at: as per Section VI, Schedule of supply.
GC 25.1	<p>The liquidated damage shall be: 0.5 % per week or part thereof subject to maximum of 10% of the contract price of equipment supplied beyond contractual delivery schedule. The LD will be calculated from the contractual delivery date to actual date of delivery as per the conditions stipulated in Section-VI, Schedule of Requirement for delivery of transformer.</p> <p>However, as supply of oil is made separately the period for supply of oil shall be 15 days as stipulated in Clause no. xi (c) of Section-VI. In case supply of oil is delayed more than 15 days period, the liquidated damage shall be 0.5 % per week or part thereof subject to maximum of 10% of the contract price of transformer. The LD for delay in supply of oil shall be calculated for a period from the date of purchaser request to actual date of receipt of oil.</p>

GC 26.3	<p>The following conditions shall also be applicable for the contract, to be placed against this tender:</p> <p>(a) In case any defect in the equipment/ material is found within guarantee period, the same will be replaced/ repaired by the supplier on free of cost basis. The replacement/ repairing will have to be organized by supplier expeditiously and preferably within one month's time.</p> <p>(b) If for the purpose of replacement/ repairs, the equipment/ material is required to be dispatched to supplier's works, all charges towards dismantling/ loading/ unloading/transportation/ insurance/ packing & forwarding and re-assembly will have to be borne by the supplier for dispatches from MPPTCL sites to supplier works & from supplier works to MPPTCL sites.</p> <p>(c) In case it is observed that replacement/ repairs of equipment/material is not being provided to us within reasonable period and proper response is not received from the supplier, then apart from imposition of LD, the purchaser may also initiate suitable penal action against the supplier.</p>
GC 26.3	For purposes of the warranty, the place(s) of final destination(s) shall be: as per Section VI, Schedule of supply.
GC 26.5	<p>i) In case any damage or defect is found at the time of commissioning or within warranty period, the Supplier shall attend / replace such defects free of all charges within 45 days of being notified by the Purchaser, of the occurrence of such defects.</p> <p>ii) In case the defect is not attended or replacement of material is not received within specified period, then suitable action as per cl.no. 26.3 (a to e) shall be taken.</p>

Annexure-I

Attachment: Price Adjustment Formula

Pursuant to GC, sub clause 13.1, prices payable to the Supplier as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of Labour and material components in accordance with the formula given below :

PRICE VARIATION FOR ACSR ZEBRA CONDUCTOR:

Price variation for ACSR Conductor will be permitted only for variation in the cost of EC Grade Aluminium Wire Rods and HTGS Core Wire, as per details given below. It may be carefully noted that no price variation will be admitted on any other component/input.

(i) ALUMINIUM

For the purpose of calculating price variation of Aluminium Metal, the Ex-works prices (exclusive of Excise Duty and Sales Tax) of EC Grade Aluminium Wire Rods as declared by M/s CACMAI, the average price of M/s BALCO, M/s NALCO & M/s HINDALCO, will be taken into account, irrespective of whether Aluminium is procured in the form of ingots/billets and bars and irrespective of source from where EC Grade Aluminium is procured by the supplier.

(ii) HTGS CORE WIRE:

For the purpose of calculating price variation on HTGS Wire, the Ex-works price (exclusive of Excise Duty and Sales Tax) of 3.00 mm to 4.09mm size HTGS Core Wire (ACSR Core Wire) as declared by M/s CACMAI will be taken into account, irrespective of the source of its procurement.

(iii) BASE PRICE:

- a. **EC GRADE ALUMINIUM WIRE RODS:** The quoted prices of conductor will be considered based on the Ex-works Price of EC Grade Aluminium Wire Rods prevailing as on First working day of the month, one month prior to the date of tender opening as declared by M/s CACMAI, the average price of M/s BALCO, M/s NALCO & M/s HINDALCO.
- b. **HTGS CORE WIRE:** The quoted prices of conductor will be considered based on the Ex-works price of 3.00 mm to 4.09mm size HTGS Core Wire (ACSR Core Wire) prevailing as on First working day of the month, one month prior to the date of tender opening as declared by M/s CACMAI.

(iv) FINAL PRICE:

- c. **E.C. GRADE ALUMINIUM WIRE RODS:** For the purpose of calculating price variation on Aluminium, final Ex-works Price (exclusive of excise duty and sales tax)

of E.C. Grade Aluminium Wire Rods as declared by M/s CACMAI, the average price of M/s BALCO, M/s NALCO & M/s HINDALCO and as applicable 15 days before the date when conductor is contractually due to be ready for inspection, shall be applicable.

- d. **HTGS CORE WIRE:** For the purpose of calculating price variation on HTGS Core Wire (ACSR Core Wire), the final Ex-works Price (exclusive of excise duty and sales tax) of 3.00 mm to 4.09 mm size HTGS Core Wire and as declared by M/s CACMAI on the first working day of the calendar month in which the conductor is contractually due to be ready for inspection, shall be applicable.
- (v) Price variation on Aluminium and HTGS Core Wire shall be admissible on weight of these inputs in one kilometer of conductor. Accordingly weight of Aluminium in 1 km. of ACSR Zebra will be taken as 1185 Kgs. and weight of HTGS Core Wire will be taken as 436 Kgs. No extra weight will be permitted on either wastages or losses.
- (vi) For every Rupee increase/decrease per MT in the Ex-works price of EC Grade Aluminium Rods and HTGS Core Wire, the price of finished conductor will vary at the following rates :

S.No.	Item	Rates of variation in INR/Km due to rise/fall of INR 1/ MT on	
		EC Grade Aluminium	HTGS Core Wire
1.	ACSR Zebra	1.185	0.436

- (vii) The above price adjustment formula shall be invoked by either party subject to the following further conditions:
- (a) Price adjustment will be applied only if the resulting increase or decrease is more than 1% of the Contract Price.
- (b) No price increase shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which Supplier is entirely responsible. The Purchaser will however be entitled to any decrease in the Contract Price.
- (c) The total adjustment under this clause shall not be subject to any ceiling for upward or downward variation of the Contract Price.
- (d) In case of delay in delivery on account of any reasons not attributable to specified force majeure conditions, price variation shall be calculated on the basis of 'date of actual inspection call', 'contractual date of delivery', 'date of physical receipt of material at site complete in all respects' and lower of the price variation worked out as per these three alternative dates shall be payable in case of positive price variation. In case, however, negative price variation takes place, then higher of the amount recoverable as calculated as per these three alternatives shall be recovered.
- (e) For the purpose of claiming Price Variation, it is obligatory on the part of the bidder to submit photocopy of CACMAI Circulars duly certified and with signature and seal of the authorized representative of the supplier.

(B) PRICE VARIATION FOR ACSR PANTHER CONDUCTOR:

Price variation for ACSR Conductor will be permitted only for variation in the cost of EC Grade Aluminium Wire Rods and HTGS Core Wire, as per details given below. It may be carefully noted that no price variation will be admitted on any other component/input.

(viii) ALUMINIUM

For the purpose of calculating price variation of Aluminium Metal, the Ex-works prices (exclusive of Excise Duty and Sales Tax) of EC Grade Aluminium Wire Rods as declared by M/s CACMAI, the average price of M/s BALCO, M/s NALCO & M/s HINDALCO, will be taken into account, irrespective of whether Aluminium is procured in the form of ingots/billets and bars and irrespective of source from where EC Grade Aluminium is procured by the supplier.

(ix) HTGS CORE WIRE:

For the purpose of calculating price variation on HTGS Wire, the Ex-works price (exclusive of Excise Duty and Sales Tax) of 3.00 mm to 4.09mm size HTGS Core Wire (ACSR Core Wire) as declared by M/s CACMAI will be taken into account, irrespective of the source of its procurement.

(x) BASE PRICE:

- e. **EC GRADE ALUMINIUM WIRE RODS:** The quoted prices of conductor will be considered based on the Ex-works Price of EC Grade Aluminium Wire Rods prevailing as on First working day of the month, one month prior to the date of tender opening as declared by M/s CACMAI, the average price of M/s BALCO, M/s NALCO & M/s HINDALCO.
- f. **HTGS CORE WIRE:** The quoted prices of conductor will be considered based on the Ex-works price of 3.00 mm to 4.09mm size HTGS Core Wire (ACSR Core Wire) prevailing as on First working day of the month, one month prior to the date of tender opening as declared by M/s CACMAI.

(xi) FINAL PRICE:

- g. **E.C. GRADE ALUMINIUM WIRE RODS:** For the purpose of calculating price variation on Aluminium, final Ex-works Price (exclusive of excise duty and sales tax) of E.C. Grade Aluminium Wire Rods as declared by M/s CACMAI, the average price of M/s BALCO, M/s NALCO & M/s HINDALCO and as applicable 15 days before the date when conductor is contractually due to be ready for inspection, shall be applicable.
- h. **HTGS CORE WIRE:** For the purpose of calculating price variation on HTGS Core Wire (ACSR Core Wire), the final Ex-works Price (exclusive of excise duty and sales tax) of 3.00 mm to 4.09 mm size HTGS Core Wire and as declared by M/s CACMAI on the first working day of the calendar month in which the conductor is contractually due to be ready for inspection, shall be applicable.

(xii) Price variation on Aluminium and HTGS Core Wire shall be admissible on weight of these inputs in one kilometer of conductor. Accordingly weight of Aluminium in 1 km. of ACSR Panther will be taken as 0.586 Kgs. and weight of HTGS Core Wire will be taken as 0.390 Kgs. No extra weight will be permitted on either wastages or losses.

(xiii) For every Rupee increase/decrease per MT in the Ex-works price of EC Grade Aluminium Rods and HTGS Core Wire, the price of finished conductor will vary at the following rates :

S.No.	Item	Rates of variation in INR/Km due to rise/fall of INR 1/ MT on	
		EC Grade Aluminium	HTGS Core Wire
1.	ACSR Panther	0.586	0.390

(xiv) The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) Price adjustment will be applied only if the resulting increase or decrease is more than 1% of the Contract Price.
- (b) No price increase shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which Supplier is entirely responsible. The Purchaser will however be entitled to any decrease in the Contract Price.
- (c) The total adjustment under this clause shall not be subject to any ceiling for upward or downward variation of the Contract Price.
- (d) In case of delay in delivery on account of any reasons not attributable to specified force majeure conditions, price variation shall be calculated on the basis of 'date of actual inspection call', 'contractual date of delivery', 'date of physical receipt of material at site complete in all respects' and lower of the price variation worked out as per these three alternative dates shall be payable in case of positive price variation. In case, however, negative price variation takes place, then higher of the amount recoverable as calculated as per these three alternatives shall be recovered.
- (e) For the purpose of claiming Price Variation, it is obligatory on the part of the bidder to submit photocopy of CACMAI Circulars duly certified and with signature and seal of the authorized representative of the supplier.

The date of delivery shall be the date on which the equipment/materials is notified as being ready for inspection/despatch within the contractual delivery period/date.

2/ In the event the price adjustment works out to be negative & results in decrease of the accepted prices, such price adjustment shall be applicable to the Ex-works price.

Proforma-‘I’**UNDERTAKING FOR COMPLETENESS OF EQUIPMENT**

We hereby undertake to confirm that -----ACSR Conductor has been shipped/supplied by us complete in all respect as specified in order no. _____ dated _____ received by us.

of the Company

**Signature of Authorised
Signatory with seal**

Place:-

Date :-

Proforma-‘II’

CERTIFICATION FOR PRICE VARIATION**(For No Negative Price Variation)**

_____ACSR Conductor has been shipped/ supplied at (name of S/s) on _____ at _____ Hrs. against contract No. _____ as per Despatch Instruction No. _____ dtd. _____ It is confirmed that no Negative Price Variation is applicable. In support of above, the price variation calculations alongwith relevant base indices and applicable indices as per price variation formula are enclosed. In case if 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 along with interest.

MRC No. _____ Date _____

Name of consignee _____

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

Place:-

Date :-

Proforma-‘III’

CERTIFICATION FOR PRICE VARIATION**(For Negative Price Variation)**

_____ ACSR Conductor has been shipped/ supplied at (name of S/s) on _____ at _____ Hrs. against contract No. _____ as per Despatch Instruction No. _____ dtd. _____. It is confirmed that Negative Price Variation as applicable as per Price Variation procedure for above has been duly accounted for. The ex-works cost/ price has been revised after considering Negative Price Variation, as under:-

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

MRC No. _____ Date _____

Name of consignee _____

**Signature of Authorised
of the Company**

Signatory with seal

Place:-

Date:-

Proforma-‘IV’**UNDERTAKING**

Contract No. _____ dtd. _____ placed on M/s _____ (Name of supplier) for supply of ____ KMs ACSR Zebra & ____ KMs ACSR Panther Conductor.

MPPTCL DI No. _____ dtd. _____ for supply of _____ KMs ACSR Zebra &/ ____ KMs ACSR Panther Conductor..

Price variation claim for _____ KMs ACSR Zebra & ____ KMs ACSR Panther Conductor. MRC No. _____ Date _____ Name of consignee _____

90 % invoice no. _____ dt _____.

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 manufacturer) hereby undertake that the base indices and applicable indices indicated above towards supply of _____ KMs ACSR Zebra & ____ KMs ACSR Panther Conductor. 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 .

**Signature of Authorised
of the Company**

Signatory with seal

Place:-
Date:-

(Form CFP)**Claims for Payment**

Date:

Loan Agreement No.:.....

App. Serial No.:

To: (Name and Address of the Borrower)

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

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

Please pay the amount claimed in 4. 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 or Branch Name of the Bank | _____ |
| v) Cable Address | _____ |

For: _____
(Name of the Supplier)

By: _____
(Authorized Signature)

Section IX. Contract Forms

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1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the [insert number] day of [insert month], [insert year].

BETWEEN

- (1) [insert name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of {insert name of Ministry}. of the Government of {insert name of Purchaser's Country}, or corporation incorporated under the laws of {insert name of Purchaser's Country}] and having its principal place of business at [insert address of Purchaser] (hereinafter called "the Purchaser"), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert country of Supplier] and having its principal place of business at [insert address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [insert brief description of Goods and Related Services] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of [insert amount(s) in foreign currency(ies) in words and figures] and [insert amount in local currency in words and figures] (hereinafter called "the Contract Price").

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Purchaser's notification of award
 - (c) Letter of Bid
 - (d) Particular Conditions
 - (e) General Conditions
 - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (g) Other completed Bidding Forms submitted with the Bid

- (h) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans
 - (i) [Any other document(s) shall be added here]
3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert name of country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

2. Performance Security

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

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid Submission]

Reference ID No.: [insert number, if any]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary:[insert complete name of Purchaser]

PERFORMANCE GUARANTEE No.:[insert Performance Security number]

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the Contract] dated [insert date] with the Beneficiary, for the supply of [insert description of Goods and Related Services] (hereinafter called "the Contract").

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

At the request of the 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 figures] ([insert amount in words])¹, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in default under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire no later than the [insert number] day of [insert month] [insert year]², and any demand for payment under it must be received by us at this office on or before that date.

¹ The Guarantor shall insert the amount(s) specified in the PC and denominated, as specified in the PC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the dates established in accordance with Sub-Clause 16.4 of the General Conditions of Contract ("GC"), taking into account any warranty obligations of the Applicant under Clause 26 of the GC intended

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458³, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[*signature(s)*]

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

to be secured by a partial performance guarantee. The Beneficiary should note that in the event of an extension of the time to perform the Contract, the Beneficiary would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Beneficiary might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this guarantee for a period not to exceed [*six months*] [*one year*], in response to the Beneficiary’s written request for such extension, such request to be presented to us before the expiry of the guarantee.”

³ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

3. Advance Payment Security Form

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

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (as day, month, and year) of Bid Submission]

Reference ID No. and Contract Name: [insert number and contract name]

[bank's letterhead]

Beneficiary: [insert legal name and address of Purchaser]

Date: [insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [insert guarantee reference number]

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

We have been informed that [insert complete name and address of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the Contract] dated [insert date] with the Beneficiary, for the supply of [insert description of Goods and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [insert amount in words] ([insert amount in figures]) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures]([insert amount in words])⁴ upon receipt by us of the Beneficiary's first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract because the Applicant used the advance payment for purposes other than toward supply of the Goods and the Related Services.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to

⁴ The Guarantor shall insert the amount(s) specified in the PC and denominated, as specified in the PC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Applicant under the Contract until [insert date]⁵.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458⁶.

[signature(s)]

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

⁵ Insert the delivery date stipulated in the Contract Delivery Schedule. The Beneficiary should note that in the event of an extension of the time to perform the Contract, the Beneficiary would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Beneficiary might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee for a period not to exceed [*six months*][*one year*], in response to the Beneficiary's written request for such extension, such request to be presented to us before the expiry of the guarantee."

⁶ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

4. Form of Undertaking by the Joint Venture Partners

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

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award)] against the Specification No..... for (*insert name of the package alongwith project name*)of (*insert names of the Employer*), a Company incorporated under the Companies Act of 1956 having its registered office at(*insert registered address of the Employer*)..... (hereinafter called the " Employer ").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply and Supervision of erection commissioning of Equipment/ Materials stipulated in the Bid Documents under (*insert name of the package alongwith project name*)

AND WHEREAS Qualification Criteria of the specification stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria, as applicable may bid, provided, the Joint Venture fulfills all other requirements of Qualification Criteria and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The specification further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bid Document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Bid specification & Qualification Criteria has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer 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 Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment 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 Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment 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 Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer 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 Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising 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	Supply of EHV Equipments and Material		

(Note: The above table may be modified by the Bidder if required)

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 favour of the Employer 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 Employer 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 authorised 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

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

(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.-2
For and on behalf of
M/s.....

Name

Designation

Signature

(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 of the authorized

Signature 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 authorised representatives of each of the partners and should invariably be witnessed.