

**SECTION - III**  
**SPECIAL CONDITIONS OF CONTRACT**

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1. **Guarantee:** The contractor shall warrant that the HTLS conductors, hardware and accessories are new, unused and in accordance with the contract documents and free from defects in material and workmanship. The contractor shall also guarantee for defect free operation of the materials supplied and workmanship towards erection for a period of sixty (60) calendar months commencing immediately upon the satisfactory commissioning as specified in **clause 15 of GCC**.
2. **Quantity Variation:** The extra quantities executed if any shall be billed as per the unit price quoted by the firm & less quantity executed shall be deducted as per unit price. **The total variation in all items shall be limited to 10% of the contract price.**
3. **Nature of Price:** The price quoted by the Firm shall be firm for all items.
4. **Type Test Certificate:** Valid type test certificates of materials during last 5 years are to be furnished by the bidder along with their bid for evaluation.
5. **Terms of Payment:-**
  - A. Payment against supply of equipment and materials shall be effected as follows.  
**Advance Payment :**  
Ten percent (10%) of the Ex-works price component shall be paid as an initial advance on presentation of the following:
    - (a) Acceptance of the Letter of Award by the Contractor.
    - (b) Contractor's detailed proforma invoice for claiming mobilisation advance.

- (c) An unconditional & irrevocable advance payment Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for the equivalent amount of advance as per Performa attached. The said Bank Guarantee shall be initially valid upto the end of ninety (90) days after the scheduled date for successful completion of commissioning and shall be extended from time to time until ninety (90) days beyond the actual date of successful completion of supply, as may be required under the contract.
- (d) An unconditional & irrevocable Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 41.0, Section-II, INB. The said bank guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period shall be extended from time to time till ninety (90)days beyond successful completion of warranty period, as may be required under the Contract.
- (e) Detailed PERT Network / Bar Chart and its approval by the Owner.
- (f) The mobilization advance shall be recovered proportionately from each running bill of the contractor by OPTCL. 10% simple interest per annum shall be charged on the mobilization advance paid to the firm.

#### **Supply Part:**

- (i)** Seventy five percent (**75%**) of the Ex-works price component shall be paid on successful completion of supply and receipt of the materials/items at site along with verification of material at site by the consignee and on submission of documents indicated herein under.
- (a) Evidence of dispatch & receipt (R/R of receipted L/R).
- (b) Contractor's detailed invoice & packing list identifying contents of each shipment.
- (c) Insurance Policy / Certificate.
- (d) Manufacturer's / Contractor's guarantee Certificate of Quality.
- (e) Material Dispatch Clearance Certificate (MDCC) for dispatch issued by Owner.
- (f) Test certificate.
- iii)** Fifteen Percent (**15%**) payment shall be made after installation of material at site and certification by engineer in-charge.
- (iii)** The balance ten percent (10%) of the Ex-works price component shall be paid after successful completion of the work and handing over to Odisha Power Transmission Corporation Ltd.

#### **B. Payment for Erection & Commissioning work.**

##### **Advance Payment :**

An advance of 10% (ten percent) of the total erection price shall be paid as initial advance subject to conditions as below:

- (a) Submission of detailed invoice for advance payment.

- (b) Establishment of Contractor's site offices and certification by Engineer that satisfactory mobilization for erection exists.
- (c) Submission of an unconditional & irrevocable Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for the equivalent amount of as per proforma attached. The said Bank Guarantee shall be initially valid upto the end of ninety (90) days after the scheduled date for successful completion of commissioning and shall be extended from time to time until ninety (90) days beyond the actual date of successful completion of commissioning, as may be required under the Contract.
- (d) Submission of an unconditional & irrevocable Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with Clause 41.0 of Section – INB. The said Bank Guarantee shall be initially valid up to 90 (ninety) days after the expiry of warranty period and shall be extended from time to time ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- (e) Detailed PERT Network / Bar Chart and its approval by the Owner.
- (f) The mobilization advance shall be recovered proportionately from each running bill of the contractor by OPTCL. 10% simple interest per annum shall be charged on the mobilization advance paid to the firm.

#### **Erection Part:**

- ii) 90% (Ninety percent) of the erection price component will be paid on progressive basis depending on the actual work done i.e. on completion of erection, testing and commissioning of the respective items and on certification of the same by the owner.
  - iii) The balance 10% (ten percent) of the erection price component shall be paid within sixty (60) days after successful commissioning of the project.
6. The firm should include the work contract tax in their quoted price & the entry tax shall be reimbursable to them, if paid by the firm.
  7. Service Tax as applicable shall be paid as per **Service Tax Provisions**.
  8. If required, maximum three (3) officers of the owner will be deputed to witness the acceptance test at the works / third party laboratory. The journey fare and local accommodation, local conveyance of the owner's representative to be borne by the contractor at their cost. However, the tentative cost of such expenses is to be quoted in Price Bid separately.
  9. The contractor has to submit the soft copy of the Bidding documents along with Bid.
  10. **Liquidated Damage (LD):** For delay in supply of materials/supply of spares/ completion of project, LD as per the approved schedule shall be imposed on the

contractor, at the rate of 0.5% per week or part thereof of delay subject to maximum of 5% of the total contract price except for spares. **The maximum limit of penalty for spares shall be ten percent(10% of corresponding value).**

11 **INCENTIVE:** 0.25% of the contract price as an incentive, per completed full month (no proportionate for the part thereof ) shall be given, for the projects completed before the schedule date of completion but limiting to overall 2.5%.

The mobilization advance shall be recovered proportionately from each running bill of the contractor by OPTCL. 10% simple interest shall be charged on the mobilization advance paid to the firm.

12. **Engagement of Security:** The contractor shall have to engage his own security at his own cost till final handing over of the entire work to OPTCL.

13. **INDEMNITY BOND :** For the materials/equipment to be provided by the contractor and or for the owner supplied items, it will be the responsibility of the contractor to take delivery, unload and store the materials at site and execute an indemnity bond as per Performa at Annexure – XVII, of section-IV formats in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the fullvalue of the materials. This indemnity bond shall be furnished by the contractor before commencement of the supplies and shall be valid till the schedule date of testing, commissioning and handing over the equipment and line to the owner.

**14. INELEGIBILITY FOR FUTURE TENDERS:**

“Notwithstanding the provisions specified in Section-1, Instruction to Tenderers Clause 39.0, if a bidder after having been issued the Notification of Award / Letter of Award, either does not sign the Contract Agreement pursuant to Instruction to Tenderers Clause 40.0 or does not submit acceptable Contract Performance Guarantee pursuant to Instruction to Tenderers Clause 41.0, and GCC Clause32.0, such bidder may be considered ineligible for participating in future tender of Odisha Power Transmission Corporation Ltd. for a period as may be decided by the owner.”

**15. AFTER SALE SERVICE:**

Contractor/subcontractor shall extend all facilities towards after sale / erection service towards the equipments after **commissioning** of the project at least for 5 years.

16. **Time Schedule:** The work is to be completed as per time schedule given below.

S l. N o	Name of the Package	Name of the Line.	Delivery at owner's store	Erection, testing & commissioning
1	Package-	132KV Joda-Barbil Single circuit (SC). 12.0 KM( Circuit	120 days from the date of placement of letter of	160 days from the

	I	KM)	award	date of placement of letter of award
2		132 KV Mendhasal Khorda Single circuit (SC). 17.0 KM. ( Circuit KM)		