

# **ODISHA POWER TRANSMISSION CORPORATION LTD.**



**PACKAGE: 11/2013-14 - "CONSTRUCTION OF 1 NO. 220 KV TRANSFORMER BAY WITH INSTALLATION OF ONE NO. 20MVA 220/33 KV TRANSFORMER ALONGWITH 3 NOS 33 KV FEEDER BAY AT 220/33 KV GRID SUB-STATION, LAXMIPUR ON TURNKEY BASIS".**

## **CONDITIONS OF CONTRACT**

### **VOLUME-IA**

**NOTICE INVITING TENDER-NIT NO. 11 / 2013-14  
TENDER SPECIFICATION NO Sr.GM-CPC-TENDER-LAXMIPUR PACKAGE-11 / 2013-14.**

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**SPECIAL CONDITIONS OF CONTRACT  
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## SPECIAL CONDIONS OF CONTRACT

### VOLUME – IA

All the conditions stipulated in Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC), Erection Condition of Contract (ECC), Instructions to Bidders (INB) and Technical Specification Vol. IIA & IIB. Wherever there is a conflict the provisions herein shall prevail over those in the GCC, ECC, INB and Technical Specification & Data Sheet Vol. II & IIA.

#### 1.0 GENERAL INFORMATION

- 1.1 Odisha Power Transmission Corporation (OPTCL) (A wholly owned subsidiary of Government of Odisha) incorporated under the Companies Act, 1956, having its Registered Office at Janpath, Bhubaneswar – 751022 (hereinafter called the owner) invites single stage two part bid tender for-

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work at LAXMIPUR in the state of Odisha (as specified in the INV of the bidding documents) on turnkey basis.

- 1.2 Odisha Power Transmission Corporation Ltd.(OPTCL), invites sealed bids for the package of Construction of the sub-station bay extension with associated system as indicated above in CI No. 1.1, On domestic competitive bidding basis for the purpose of :  
Design, Engineering, Supply, Erection, Testing & Commissioning of Sub-Station bay extension with associated system on turnkey basis in the location / Area **as specified in the INV of the bidding documents**) in the state of Odisha.  
Bidding document No. As specified in the INV of the bidding documents.
- 1.3 The project shall be executed and funded by Odisha Power Transmission Corporation Ltd. and the Ownership of the aforesaid package shall remain vested with Odisha Power Transmission Corporation Ltd. All eligible payments against this work shall be made by Odisha Power Transmission Corporation Ltd.
- 1.4 **“Owner” shall mean Odisha Power Transmission Corporation Ltd.**  
For the purpose of execution of the Contract, the contractual activities on the part of the ‘Owner’, wherever context requires so, shall be performed by Odisha Power Transmission Corporation Ltd.
- 1.5 The contents of Bidding Documents are as indicated under Clause 4.0, Section – INB, Conditions of Contract, Volume – I of Bidding Documents. The requirements, conditions, appendices etc., stated in Conditions of Contract (Volume – I), Bid Proposal Sheets (Volume – IB), Technical Specifications (Volume –II) and Technical Data Sheet (Vol.IIA) shall apply to and shall be considered as part of this Volume (i.e. Volume –IA) as if bound together. In case of any discrepancy between

the provisions of this volume and other volumes of the bidding Documents, the provisions of this volume shall prevail.

**1.6** Unless brought out clearly, the Bidder shall be deemed to conform strictly to the provisions of Bidding Documents. Any discrepancy between Specifications and the technical literature / catalogues and drawings with the Bid will not be considered.

**1.7** The respective rights of the Consultant / Owner and Bidders / Contractors shall be governed by the Bidding Document / Contracts signed between the Owner and the Contractor for the respective packages.

## **2.0 SCOPE OF WORK**

**2.1** The scope of the work shall be completely covering all the equipments and their erection specified under the accompanying Technical Specifications. It will include the following:-

- a) detailed design of the equipment;
- b) complete manufacture including Type, Acceptance & Routine testing as specified.
- c) Providing Engineering drawing, data, operational manual, etc. for the Odisha Power Transmission Corporation Ltd.'s approval;
- d) Packing and transportation from the manufacturer's works to the site; including transit insurance & custom clearance/port clearance (if required), port handling, clearance for imported goods and further loading (if applicable) "As delivered at site basis".
- e) Receipt, Unloading, storage, storage cum erection insurance,. Preservation and conservation of equipments / materials at the site;.
- f) Pre-assembly, if any, erection, testing and commissioning of all the equipments required for construction of Sub-station bay extension and associated system (including all the civil works) and Testing and commissioning of Sub-station bay extension and associated system.
- g) Reliability tests, performance and guarantee tests on completion of commissioning.
- h) Handing over of the completed system to the owner.
- i) Satisfactory conclusion of the contract.

**2.2** The detailed scope of work covered under the package is specified in the Technical Specifications, Volume-II (TS) and Technical data Sheet (Vol. IIA) for specific packages.

**2.3** Before proceeding with the work, the Contractor shall fully familiarize himself with the site conditions. It shall be the responsibility of the contractor to arrange all inputs required for detailed engineering and execution. The Bidders are advised to visit the site, collect all necessary inputs and acquaint themselves with the topography, infrastructure etc. The Contractor shall be fully responsible for providing all equipment, materials, systems and services specified or otherwise which are required to complete the work and successful testing & commissioning of the Sub-station bay extension and associated system.

- 2.4 All materials including Steel and cement required for the civil works shall be supplied by the Contractor.
- 2.5 Any other items not specifically mentioned in the Specifications but which are required for erection, testing, commissioning and satisfactory operation of the Substation bay extension and associated system are deemed to be included in the scope of the Specification unless specifically excluded.

### **3.0 QUALIFYING REQUIREMENTS**

3.1 The Qualifying Requirements for the Bidders are based on meeting the minimum pass/fail criteria specified in **Section-INV and INB (Vol-1)** of the bidding documents.

## **4 PRICES**

4.1 The items/equipment/ material/works (referred to as 'items' for the sake of brevity) generally required for completion of the scope of work as per the Technical Specifications (TS). Vol.-II of Bidding Documents, are described and given in Schedules of Items and Prices (Price Schedules) forming part of Bid Proposal Sheets (BPS), Vol.-IB of Bidding Documents. However, the brief descriptions of work shall not be construed to limit the scope of work, and the same shall be read in conjunction with corresponding sections of TS including amendment/errata, if any, thereto.

4.2 Bidder shall quote ex-works/ex-factory/ex-showroom (referred to as "Ex-works") price, as applicable and transportation and insurance charges separately, for FOR destination site delivery of the items indicated in the relevant schedules of Bid Proposal Sheets (BPS), Volume-IB. Sales Tax, VAT, Excise Duty, Cess, Local Taxes, Octroi / Entry tax and other levies, if any, in respect of direct transaction between the Owner and the Contractor under the Contract, shall not be included in the quoted price but shall be indicated separately, wherever applicable, in the BPS. Also Octroi / Entry tax, if any, in respect of bought-out finished items, which shall be dispatched directly from the Sub-Vendor's works to the Owner's site (sale-in-transit), shall not be included in the quoted price but shall be indicated separately, wherever applicable, in BPS.

4.3 Bidder shall quote separately, as per relevant Price Schedules of BPS, the charges for erection, testing & commissioning (which shall be inclusive of charges for unloading, Handling, storage, insurance etc.) of all items, which are to be supplied and / or erected at site and charges of associated civil works as specified in TS. These charges together for all equipment/materials/spares, as applicable, shall be deemed to be included in the 'Erection Charges' to be quoted against the items indicated in relevant schedule of BPS. In addition, the cost of all materials required for successful erection, testing and commissioning of the Sub Stations and transmission line including the associated civil works, not indicated separately in the **schedule of supply items in the BPS but required as per TS**, shall be deemed to be included in the 'Erection Charges'.

4.4 Bidders shall include the cost of type tests and other tests, to be carried out in line with the Technical Specifications, in the bid price.

4.5 Service tax, as reimbursable to the Contractor by Odisha Power Transmission Corporation Ltd., in terms of the Bidding Documents shall not be included in the quoted price but shall be indicated separately, wherever applicable, in BPS.

## **5.0 PRICE ADJUSTMENT.**

### **5.1 General**

5.1.1 The prices for execution of the entire works covered under the scope of this Specification shall be quoted by the Bidder in the manner specified, in the BPS. The Ex-works price component, less advance will be subject to price adjustment, only for equipment/materials/items of work specifically stated under clause 5.2 below, (for which the bidder shall quote a base price), base on separate formula as per price adjustment provisions given herein.

5.1.2 Price for Ex-works price component for all other equipments/ items except civil works specified at Clause 5.2 below, Erection Charges, Charges for Inland Freight & Insurance etc shall be FIRM and no price adjustment shall be applicable for these components for the entire duration of the Contract.

**5.1.3 No price adjustment shall be applicable on the portion of the Contract Price payable to the Contractor as advance payment.**

### **5.2.1 PRICE ADJUSTMENT FOR TRANSMISSION LINE:**

#### **A. Fabricated Tower Parts (including Bolts & Nuts)(As per latest IEEMA circular applicable)**

$$EC1 = EC0 [0.15 + a \times A1 / A0 + b \times B1 / B0 + 0.11 \times L1 / L0] - EC0$$

Where, EC1 is the price adjustment amount payable on ex-works prices of fabricated tower parts (including Bolts & Nuts), shipment-wise.

EC0 = Ex-works price component of fabricated tower parts (including ex-works price of Bolts & Nuts) shipment-wise.

A = Price index of steel / re-rolled steel angles of size 150 mm x 150 mm x 12 mm conforming to IS:2062:1992, as published by IEEMA.

B = Price index for Electrolytic High Grade Zinc, as published by IEEMA.

L = All India Consumer Price Index for Industrial workers, as published by Labour Bureau, Shimla (Govt. of India).

a = Co-efficient of Steel, Value of which shall be between 0.58 & 0.68.

b = Co-efficient of Zinc, Value of which shall be between 0.06 & 0.16 and the sum of a & b shall be 0.74.

#### **B. Line Materials**

##### **B.1 Earthwire**

$$EC\ EW1 = EC\ EW [0.15 + 0.74 (A1 / A0) + 0.11 (L1 / L0) - EC\ EW$$

Where,

EC EW1 = Price adjustment amount payable on Ex-works price of Earthwire, shipment-wise.

EC EW = Ex-works price for Earth wire, shipment-wise.

A = Published price indices for high tensile steel galvanized wire, as published by CACMAI / Nationally recognized published index acceptable to Employer.

L = All India consumer price index for industrial workers as published by Labour Bureau, Shimla (Govt. of India)

## **B.2 Hardware Fittings:**

$ECHWI = ECHW [0.15 + 0.43 (A1 / A0) + 0.05 (B1 / B0) + 0.21 (C1 / Co) + 0.16 (L1 / Lo)] - ECHW$

ECHWI = Price adjustment amount payable on Ex-works price of Hardware, shipment-wise.

ECHW = Ex-works price for Hardware fittings.

A, B&C= Price indices for EC grade aluminum ingots, zinc and mild steel respectively as published by IEEMA.

L= All Indian consumer price index for industrial workers as published by Labour Bureau, Shimla (Govt. of India).

## **B.3 Conductor and Earth wire Accessories.**

(i) Mid Span Compression Joint for Earthwire

$EC1 = ECO [0.20 + 0.40 (A1 / A0) + 0.05 (B1 / B0) + 0.20 (C1 / C0) + 0.15 (L1 / L0) - EC0$

(ii) Mid Span Compression Joint for ACSR Conductor, Repair Sleeve for ACSR Conductor

$EC1 = ECO [0.20 + 0.65 (A1 / A0) + 0.15 (L1 / L0) - EC0$

(iii) Vibration Damper for 7/3.15mm, earthwire, Suspension Clamp for 7/3.15mm earth, Tension Clamp for 7/3.15mm, earthwire & Vibration Damper for ACSR Conductor.

$EC1 = ECO [0.20 + 0.07 (B1 / B0) + 0.58 (C1 / C0) + 0.15 (L1/L0)] - ECO$

(iv) Flexible Copper Bond shall be on Firm price basis.  
In the above formulae,

EC1 = Price adjustment amount of respective items.

EC0 = Ex-works price for Conductor & Earth wire Accessories.

A = Price indices for EC grade aluminum ingots, as published by IEEMA.



B = Price indices for Electrolytic High Grade Zinc, as published by IEEMA.

C = Price indices for Iron & Steel, as published by IEEM.

L = All India Average Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India)

#### **B.4 For Disc/Long Rod Insulator**

The price adjustment on the Ex-works price component of Disc/ Long Rod Insulator shall be as follows:

$$EC_1 = EC_0 \times [0.15 + a \times (A_1 / A_0) + b (B_1 / B_0) + 1 \times (L_1/L_0)] - EC_0$$

Where,

$EC_1$  = Price adjustment amount on ex-works price of Insulator or each shipment.

$EC_0$  = Ex-works price component of Insulator shipment-wise.

A & B are price index of Electrolytic High Grade Zinc Ingots, as published by IEEMA and Index number of Wholesale Price of fuel, power, light & lubricant as per RBI Bulletin (Base 1993-94 = 100), respectively.

L = Labour Index as published by Labour Bureau, Shimla (Govt. of India)

A = Coefficient of Electrolytic High Grade Zinc Ingots, which shall be 0.05

B = Co-efficient of fuel, power light & lubricant as per RBI Bulletin, which shall be 0.53.

l = Coefficient of labour index in the ex-factory price of the equipment/ materials, which shall be 0.27

**2.1** i) Subscript 'O' refers to indices as on thirty (30) days prior to date of opening of Bids for materials & labour.

ii) Subscript '1' refers to indices as on 60 (sixty) days prior to the date of shipment.

**2.2** The total adjustment for Earthwire, Hardware Fittings and Conductor & Earthwire Accessories and Disc/ Long Road Insulators shall be subject to a ceiling of  $\pm$  20% individually of respective Ex-Works price of Earthwire, Hardware Fittings and Conductor & Earthwire Accessories and Disc/ Long Rod Insulators.

However, the total price adjustment of fabricated tower parts (including Bolts & Nuts) shall not be subject to any ceiling whatsoever.

#### **3. Installation (including Civil Works) Price Component**

The formula for calculation of the monthly price adjustments for Installation [including civil works but excluding survey, soil investigation and aviation signal for river crossing towers (if any) price component shall be as under.

A. Installation price component [including civil works but excluding supply & placement of reinforcement steel, concreting, survey, soil investigation and aviation signal for river crossing towers (if any)

$$ER1 = ERo [0.20 + 0.22 (A1/A0) + 0.58 (L1/L0)] - ER0$$

Where,

ER1 = Price adjustment amount payable on Installation price component (excluding supply & placement of steel and concreting) for each billing.

ER0 = Value of erection work done (excluding supply & placement of steel and concreting) in billing period as established by Contract.

A = Rate for Diesel Oil as published by Indian Oil Corporation which has jurisdiction over the place of work.

L = Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India)

### **B. Supply and Placement of Reinforcement Steel.**

$$ER1 = ERo [0.20 + 0.10 \times (A1/A0) + 0.05 \times (L1/L0) + 0.65 \times (B1/B0)] - ER0$$

Where,

ER1 = Price adjustment amount payable on price components of supply and Placement of Steel.

ER0 = Value of supply & placement of steel in billing period as established by Contract.

A = Rate for Diesel Oil as published by Indian Oil Corporation which has jurisdiction over the place of work.

L = Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India)

B = Index numbers of wholesale price in India for iron and steel as published by Reserve Bank of India Bulletin ( average of the month).

### **C. Concreting**

$$ER = ERo [0.20 + 0.20 \times (A1/A0) + 0.10 \times (L1/L0) + 0.30 \times (B1/B0) + 0.20 \times (C1 / C0)] - ER0$$

Where,

ER1 = Price adjustment amount payable on price components of concreting.

ER0 = Value of concreting in billing period as established by Contract.

A = Rate for Diesel Oil as published by Indian Oil Corporation which has jurisdiction over the place of work.

L = Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India)

B = Index numbers of wholesale price in India for Cement as published by Reserve Bank of India Bulletin (average of the month).

C = Index numbers of wholesale price in India for ‘ non-metallic mineral products (structural clay products)’ as published by Reserve Bank of India Bulletin (average of the month).

**3.1 (i)** Subscript ‘o’ will correspond to thirty (30) days prior to date of opening of Bids.

**ii)** Subscript ‘1’ will correspond to the month of billing.

**3.2** The total price adjustment amount for Installation (including civil works) price component shall not be subject to any ceiling whatsoever.

**4.** The bidder shall indicate in his bid the actual values of the coefficients a, b etc to be adopted, keeping in view the range/ total values given in paras 2 above.

**5.** The above price adjustment provision shall be invoked by either party subject to the following further conditions.

**a)** For the purpose of Price Adjustment on ex-works price components of the equipment, the date of shipment for Goods shall mean scheduled date of shipment or actual date of shipment, whichever is earlier. Scheduled date of shipment will be ex-works date of despatch, governed by the accepted PERT Network / Bar Chart, Similarly, for the purpose of Price Adjustment on Installation price component, the Billing period shall mean the billing period as per Contract time, schedule, i.e, the agreed Bar Chart or actual period, whichever is earlier. The period for various Installation activities will be as per agreed Installation Bar Chart indicating monthly schedule of I\*installation activities for completion of works. However, when the Employer’s specific approval for advancement of shipment/ installation activities has been obtained in such case the said advanced date shall be treated as the schedule date of shipment/ installation activities for the purpose of working out the price adjustment payable.

No price increase shall be allowed beyond the original delivery / Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which maybe caused due to lower price adjustment amount in case of delivery of Goods/ Installation beyond the original delivery / Installation dates. Therefore, in case of delivery of Goods/ Installation beyond the original delivery/ Installation dates, the liability of the Employer shall be limited to the lower of the price adjustment amount which may work out either on schedule date or actual date of despatch of Goods/ Installation.

- b) In case IEEMA does not publish any of the price indices, as mentioned above, the Bidder shall indicate any nationally recognized published index for respective items and the source of the same shall be furnished in the Bid.
  - c) In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for Price Adjustment purpose, the published indices prevailing immediately prior to the particular date shall be applicable.
  - d) If the price Adjustment amount works out to be positive, the same is payable to the Contractor by the Employer and if it works out to be negative, the same is to be recovered by the Employer from the Contractor.
5. The Contractor shall promptly submitted price adjustment invoices for the supplies made work done positively within three (3) months from the date of shipment / work done, whether it is positive or negative.

## 5.2.2 PRICE ADJUSTMENT FOR SUB-STATION

### 1. General

1.1 Prices for work and materials covered under the scope of this Specification shall be furnished by the bidder in the manner specified in the Bid Form & Price Schedules. The bidder shall quote base prices for the Ex-Works price component of the equipment / materials, the complete equipment procured as spares (for CB, ISO, CT, CVT & SA only) and installation (including civil works) price components of the equipment/ materials. These price components for certain equipment/ materials, as specified, shall be subject to price adjustment to reflect changes in the cost of laborer and material components as per the provisions given below:

1.2 The Ex-Works Price Components for Installation Hardware, Control and Relay Panels, PLCC Equipment, Wave Traps, Bus Post Insulators, Fire Protection Systems, Illumination System, L.T. Switchgear, IPS Aluminum Tube, Spares Maintenance & Testing Equipment, etc. and other items not specifically mentioned below shall remain firm and no price adjustment shall be applicable for the price components of these items.

1.3 Other Charges viz. inland transportation, inland insurance type tests charges, computer studies (if any) & training charges etc shall be firm and no price variation shall be payable for those components.

### 2. Ex-works Price Component

The formulae for calculating the price adjustment to be applied to the Ex-works price component of the main equipment will be as follows:

#### A. Circuit Breaker

$$P1 = PO \times [0.15 + a \times (A1/A0) + b \times (B1/B0) + c \times (C1/C0) + d \times (D1/D0) + 1 \times (L1/L0)] - P0$$

Where,

P1 = Price adjustment amount for each shipment

Po= Ex-works price of the respective equipment.

A, B, C, D = Price indices of raw materials used in the equipment as published by IEEMA.

L = Consumer Price Index as published / declared by Labour Bureau, Shimla, Govt. of India.

a, b, c, d = The value of corresponding coefficients of raw materials used and the sum of which should be between 0.55 to 0.65.

l = Co-efficient for labour component,

These coefficients are estimated percentage of major raw material / labour component involved in the Ex-works price of equipment such that their summation shall be equal to 0.85.

**B. Current Transformer, IVT and Capacitance Voltage Transformer**

$$P1 = PO \times [0.15 + a \times (A1/A0) + b \times (B1/B0) + c \times (C1/C0) + d \times (D1/D0) + e \times (E1/E0) + l \times (L1/L0)] - P0$$

Where,

P1 = Price adjustment amount for each shipment

Po= Ex-works price of the respective equipment.

A, B, C, D, E = Price indices of raw materials used in the equipment as published by IEEMA.

L = Consumer Price Index as published / declared by Labour Bureau, Shimla, Govt. of India.

a, b, c, d, e = The value of corresponding coefficients of raw materials used and the sum of which should be between 0.55 to 0.65.

l = Co-efficient for labour component,

These coefficients are estimated percentage of major raw material/labour component involved in the Ex-works price of equipment such that their summation shall be equal to 0.85.

**C. Isolator and Surge Arrestor.**

$$P1 = PO \times [0.15 + a \times (A1/A0) + b \times (B1/B0) + c \times (C1/C0) + d \times (D1/D0) + l \times (L1/L0)] - P0$$

Where,

P1 = Price adjustment amount for each shipment.

Po= Ex-works price of the respective equipment.

A, B, C, D, = Price indices of raw materials used in the equipment as published by IEEMA.

L = Consumer Price Index as published / declared by Labour Bureau, Shimla, Govt. of India.

a, b, c, d, = The value of corresponding coefficients of raw materials used and the sum of which should be between 0.55 to 0.65.

l = Co-efficient for labour component,

These coefficients are estimated percentage of major raw material/labour component involved in the Ex-works price of equipment such that their summation shall be equal to 0.85.

**D. PVC/XLPE Insulated Power and Control Cables.**

$$P1 = PO \times [0.85 + 0.15 \times (A1/A0)] - P0 + (M1-M0)$$

Where,

P1 = Price adjustment amount per Km. of cable.

P0= Ex-works price per Km. of cable...

A = Price index for PVC/XLPE as published by IEEMA.

M1-M0 = Change in metal component of the works price of particular type & size of cable.

Where,

M = Weight in MT of metal per Km. of Cable X Price index of Metal per MT as published by IEEMA.

The Bidder has to specify in his Bid metal component per Km. for each type and size of cable.

**E. Sub Station Structures (including Bolts & Nuts).**

For Lattice & Pipe Structures (including washers, foundation bolts and Bolts & Nuts).

$$P1 = PO \times [0.15 + 0.58 \times (A1/A0) + 0.16 \times (B1/B0) + 0.11 (L1/L0)] - P0$$

Where,

P1 = Price adjustment amount for each shipment wise.

Po = Ex-works price of Lattice & Pipe Type Structure including washers, foundation bolts & bolts & nuts.

A & B = Price indices of structural steel and electrolytic zinc as published by IEEMA.

L = Consumer Price Index as published / declared by Labour Bureau, Shimla, Govt. of India.

**2.1** i) Subscript '0' refers to indices as on thirty (30) days period to date of opening of Bids, for materials & labour.

Subscript '1' refers to indices and exchange rate as applicable on:

- a) Sixty (60) days prior to the date of shipment for Labour
- b) At the expiry of two third (2/3) period from the date of base index to the date of shipment for materials in case of CB, CT, CVT, ISO and SA.
- c) Sixty (60) days prior to the date of shipment for materials in case of Power & Control Cables and Sub-station structure.

**2.2** The total adjustment for CB, CT,CVT,SA, ISO, PVC/XLPE insulated Power & Control Cables and Sub-station Structures (including bolts & nuts) shall be subject to a ceiling of  $\pm 20\%$  individually of respective Ex-Works price of CB, CT,CVT,SA, ISO, PVC/XLPE insulated Power & Control Cables and Sub-station Structures (including bolts & nuts).

### **3. Installation (including Civil Works) Price Component.**

The formula for calculation of the monthly price adjustments for Installation [including civil works) price component shall be as under.

#### **A. Installation price component [including civil works but excluding 'supply & placement of reinforcement Steel' & 'Concreting'].**

$$ER1 = ER0 [0.20 + 0.80 \times (L1/L0)] - ER0.$$

Where,

ER1 = Price adjustment amount for the Installation price component (excluding supply & placement of steel and concreting) for each billing.

ER0 = Price for installation (excluding supply & placement of steel and concreting & including civil works), done in billing period as established by Contract.

L = Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India).

## **B. Supply and Placement of Reinforcement Steel.**

$$ER1 = ER0 [0.20 + 0.10 \times (A1/A0) + 0.05 \times (L1/L0) + 0.65 \times (B1/B0)] - ER0$$

Where,

ER1 = Price adjustment amount payable on price components of supply and Placement of Steel.

ER0 = Value of supply & placement of steel in billing period as established by Contract.

A = Rate for Diesel Oil as published by Indian Oil Corporation which has jurisdiction over the place of work.

L = Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India)

B = Index numbers of wholesale price in India for iron and steel as published by Reserve Bank of India Bulletin ( average of the month).

## **C. Concreting**

$$ER1 = ER0 [0.20 + 0.20 \times (A1/A0) + 0.10 \times (L1/L0) + 0.30 \times (B1/B0) + 0.20 \times (C1 / C0)] - ER0$$

Where,

ER1 = Price adjustment amount payable on price components of concreting.

ER0 = Value of concreting in billing period as established by Contract.

A = Rate for Diesel Oil as published by Indian Oil Corporation which has jurisdiction over the place of work.

L = Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India)

B = Index numbers of wholesale price in India for Cement as published by Reserve Bank of India Bulletin (average of the month).

C = Index numbers of wholesale price in India for 'non-metallic mineral products (structural clay products)' as published by Reserve Bank of India Bulletin (average of the month).

- 3.1** i) Subscript 'o' will correspond to thirty (30) days prior to date of opening of Bids.
- ii) Subscript '1' will correspond to the month of billing for indices and average of the month for the exchange rate.
- 3.2** The total price adjustment amount for Installation (including civil works) price component shall not be subject to any ceiling whatsoever.
- 4.** The bidder shall indicate in his bid the actual values of the coefficients a, b, c, d etc to be adopted, keeping in view the range/ total values given in para 2 above.



5. The above price adjustment provision shall be invoked by either party subject to the following further conditions.
- a) For the purpose of Price Adjustment on ex-works price components of the equipment, the date of shipment for Goods shall mean scheduled date of shipment or actual date of shipment, whichever is earlier. Scheduled date of shipment will be ex-works date of despatch, governed by the accepted PERT Network / Bar Chart, Similarly, for the purpose of Price Adjustment on Installation price component, the Billing period shall mean the billing period as per Contract time, schedule, i.e., the agreed Bar Chart or actual period, whichever is earlier. The billing period for various Installation activities will be as per agreed Installation Bar Chart indicating monthly schedule of installation activities for completion of works. However, when the Employer's specific approval for advancement of shipment/ installation activities has been obtained in such case the said advanced date shall be treated as the schedule date of shipment/ installation activities for the purpose of working out the price adjustment payable.

No price increase shall be allowed beyond the original delivery / Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which may be caused due to lower price adjustment amount in case of delivery of Goods/ Installation beyond the original delivery / Installation dates. Therefore, in case of delivery of Goods/ Installation beyond the original delivery/ Installation dates, the liability of the Employer shall be limited to the lower of the price adjustment amount, which may work out either on schedule date or actual date of despatch of Goods/ Installation.

- b) In case IEEMA does not publish any of the price indices, as mentioned above, the Bidder shall indicate any nationally recognized published index for respective items and the source of the same shall be furnished in the Bid.
- c) In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for Price Adjustment purpose, the published indices prevailing immediately prior to the particular date shall be applicable.
- d) If the price Adjustment amount works out to be positive, the same is payable to the Contractor by the Employer and if it works out to be negative, the same is to be recovered by the Employer from the Contractor.
- e) **The Contractor shall promptly submitted price adjustment invoices for the supplies made / work done positively within three (3) months from the date of shipment / work done, whether it is positive or negative.**

### 5.2.3 PRICE VARIATION CLAUSE FOR ACSR CONDUCTORS

#### 1. General

- 1.1 Prices for work and materials covered under the scope of this Specification shall be furnished by the bidder in the manner specified in the Bid Form & Price Schedules. The bidder shall quote base prices for the Ex-Works price of the goods. These price components for certain goods, as specified, shall be subject to price adjustment to reflect

changes in the cost of labour and material components as per the provisions given below:

1.2 The Charges viz. inland transportation, inland insurance type test charges etc. shall be firm and no price variation shall be payable for these components.

2. Ex-works Price Component

The formulae for calculating the price adjustment to be applied to the Ex-works price component of Conductor will be as follows:

$$P_1 = P_0 \times \{0.15 + a \times (A_1/A_0) + b \times (B_1/B_0) + c \times (C_1/C_0) + 1 \times (L_1/L_0)\} - P_0$$

Where,

$P_1$  = Price adjustment amount, shipment-wise (if it works out negative, that would mean the amount to be recovered by the Purchaser from the Supplier).

$P_0$  = Ex-works Price Conductor

A,B,C &L are the indices for materials and labour as below:

A = Price index of EC Grade Aluminium Ingots, as published by CACMAI / Nationally recognized published index acceptable to the Purchaser.

B = Price index of High Carbon Steel, as published by CACMAI / Nationally recognized published index acceptable to the Purchaser.

C = Price index of High Grade Zinc, as published by CACMAI / Nationally recognized published index acceptable to the Purchaser

L = All India average consumer price index for Industrial workers (base 2001 = 100), as published by Labour Bureau, Shimla Govt. of India.

a =  $C_0$ -efficient 5t EC Grade Aluminium Ingots, which shall be 0.65.

b\* =  $C_0$ -efficient for High Carbon Steel, which shall be 0.13.

c\* =  $C_0$ -efficient for High Grade Electrolytic Zinc, which shall be 0.02.

1 =  $C_0$ -efficient for labour component, which shall be 0.05

(\*) For bidders who intend to quote their prices based on High Tensile Galvanised Steel wire, the coefficient for the same (i.e. coefficient 'b' for High Tensile Galvanised Steel wire) shall be 0.15 and coefficient 'c' shall not be applicable.

1. i) Subscript 'o' refers to indices as applicable on 30 days prior to date of opening of Bids (referred as base indices).

ii) **Subscript '1' refers to indices as applicable on 60 days prior to date of shipment.**

2.2. The total price adjustment for Conductor shall not be subject to any ceiling whatsoever.

- C. The above price adjustment provision shall be invoked by either party subject to the following further conditions:
- a) For the purpose of Price Adjustment on ex-works price components of the Goods, the date of shipment for Goods shall mean scheduled date of shipment or actual date of shipment, whichever is earlier. Scheduled date of shipment will be ex-works date of despatch, governed by the accepted PERT Network / Bar Chart. However, when the purchaser's specific approval for advancement of shipment has been obtained in such case the said advanced date shall be treated as the schedule date of shipment for the purpose of working out the price adjustment payable.

No price increase shall be allowed beyond the original delivery dates unless specifically stated in the Time Extension Letter, if any, issued by the Purchaser. The Purchaser will, however, be entitled to any decrease in the Contract Price which may be caused due to lower price adjustment amount in case of delivery of Goods beyond the original delivery dates, the liability of the Purchaser shall be limited to the lower of the price adjustment amount which may work out either on schedule date or actual date of despatch of Goods.

- b) In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for Price Adjustment purpose, the published indices prevailing immediately prior to the particular date shall be applicable.
- c) If the price Adjustment amount works out to be positive, the same is payable to the Supplier by the Purchaser and if it works out to be negative, the same is to be recovered by the Purchaser from the Supplier.
- e) The Supplier shall promptly submitted price adjustment invoices for the supplies made positively within three (3) months from the date of shipment, whether it is positive or negative.

| ACSR CONDUCTOR<br>DESCRIPTION | Weight Content |                             |
|-------------------------------|----------------|-----------------------------|
|                               | Aluminium      | HTGS wire 3.0 mm to 4.09 mm |
| PANTHER CONDUCTOR (30+7/3.0)  | 587            | 387                         |
| ZEBRA CONDUCTOR (54+7/3.18)   | 1187           | 435                         |
| MOOSE CONDUCTOR (54+7/3.53)   | 1463           | 537                         |

**Note: a) All prices of raw materials are prevailing prices for the month.**

**b) All prices of raw materials are Ex-works exclusive of excise duty, sales taxes etc.**

5.3 The Bidder shall also furnish the price breakdown where ever applicable in the appropriate schedules of Bid Form to indicate the following:

- i) Ex-works price of the equipment/materials (including tools and tackles etc.)
- ii) Charges for inland transportation (including port handling) and insurance for delivery of the equipment/materials up to their final destinations.
- iii) Lump sum charges towards unloading, storage, insurance,
- iv) Price break up for spares in line with Clause 18.0 of this Section.
- v) Sales Tax/ Excise duty/Entry tax and any other levies legally payable on the transactions between the Owner and the Bidder.
- vi) Any other charges as per the requirement of Contract/Technical Specifications.
- vii) Unit erection, testing and commissioning charges as per the schedule.
- viii) No price adjustment shall be payable towards supply of Mandatory spares.

## 6.0 TAXES AND DUTIES

- 6.1 All customs duties, excise duties, cess, sales taxes/VAT and other statutory levies payable by the Bidders in respect of the transaction between the Bidders and their vendors/sub-suppliers while procuring any components, sub-assemblies, raw materials and equipment, shall be included in the bid price.

However, Entry Tax as applicable for destination site/state on all items of supply including bought-out finished items (as identified in the bid), which shall be dispatched directly from the sub-vendors' works to Consultant's site (sale-in-transit) shall not be included in the bid price. The applicable Entry Tax in respect of the said items of supply would be reimbursed to the Contractor separately by the Odisha Power Transmission Corporation Ltd subject to furnishing of documentary proof.

- 6.2 VAT/Sales tax, excise duties, cess, local taxes and other levies in respect of the transactions between Odisha Power Transmission Corporation Ltd and the Contractor under the Contract, if any, shall not be included in the bid price but they should be indicated separately wherever applicable in the Bid Proposal Sheets.

Whenever ex-works price is quoted exclusive of Excise Duty applicable on the transaction between Odisha Power Transmission Corporation Ltd and the Contractor Direct Supply, then the due credit under the MODVAT (modified Value Added Tax), scheme as per the relevant Government policies wherever applicable, shall be taken into account by the Bidder while quoting bid price.

- 6.3 In respect of transactions solely between Odisha Power Transmission Corporation Ltd and the contractor (for dispatches made from the contractor's works under the Supply Contract), VAT/Sales Tax, Excise Duties, local taxes and other levies shall be paid/reimbursed by Odisha Power Transmission Corporation Ltd at the applicable rate at the time of despatch, scheduled or actual, whichever is lower. However, in case of advancement of supplies solely at the request of Odisha Power Transmission Corporation Ltd, taxes and duties prevailing at the time of dispatch, shall be payable by Odisha Power Transmission Corporation Ltd.

- 6.4 Concessional Sales Tax declaration forms, as admissible, would be issued to the contractor, on request, by Odisha Power Transmission Corporation Ltd. (OPTCL) for all items (as identified in the price schedule of the bid) to be supplied directly by the contractor as well as for the items to be supplied by the sub-suppliers as sale in transit.

- 6.5 Sales Tax on goods incorporated in the Works:

The Bidder shall include the Sales Tax on Works Contract, Turnover Tax or any other similar taxes under the Sales Tax Act, as applicable in their quoted bid price and Odisha Power Transmission Corporation Ltd would not bear any liability on this account. Odisha Power Transmission Corporation Ltd shall, however, deduct such taxes at source as per the rules and issue TDS Certificate to the Contractor.

- 6.6 For payment/reimbursement of Sales Tax/VAT in respect of dispatches made directly from contractor's works, invoices raised by the contractor shall be accepted as documentary evidence. Similarly, pre-numbered invoices duly signed by authorized signatory will be considered as evidence for payment of Excise Duty and cess. All invoices raised by contractor shall be in name of Odisha Power Transmission Corporation Ltd.
- 6.7 As regards the Income Tax, surcharge on Income Tax and other corporate taxes the Bidder shall be responsible for such payment to the concerned authorities.
- 6.8 The statutory deduction of taxes and duties at source, related to these works, shall be done by Odisha Power Transmission Corporation Ltd. TDS so deducted shall be deposited with the relevant tax Authorities & TDS certificates shall be issued by Odisha Power Transmission Corporation Ltd.

## **7.0 BASIS OF EVALUATION AND COMPARISON**

The basis of evaluation and comparison shall be as per clause no. 33.0 of Section INB (Vol-I)

## **8.0 TERMS OF PAYMENT**

The payment to the Contractor under the contract will be made by the Odisha Power Transmission Corporation Ltd in line with Clause 34.0, Section- GCC, Volume-I and as per the guidelines and conditions specified hereunder. All payments made during the contract will be on on-account payment purpose only.

### **8.1 (i) Advance Payment:**

Ten percent (10%) of the Ex-works price component shall be paid as an initial advance

(a) An unconditional & irrevocable advance payment Bank Guarantee in favour of Orissa Power Transmission Corporation Ltd., for the equivalent amount of advance . 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.

(b) On progressive payment to the EPC contractor ,the advance taken shall be recovered proportionately from the bill and after such adjustment,the contractor shall furnish the reduced amount BG against the outstanding advance payment. Ex-works price component of the equipment & materials (except mandatory spares) shall be paid as below:

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 in accordance with the provisions of Clause 34.7.1 (i) (b), Section –GCC, Volume– I and as per Performa attached with Section-Annex. Of Volume-I (Conditions of Contract). 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.

**On progressive payment to the Contractor, the advance taken shall be recovered proportionately from the bill and after such adjustment the contractor shall furnish the reduced amount BG against the outstanding advance payment in four stages.**

- (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 INB and Clause 11.0 below and as proforma attached with Section-Annex. of Volume-I (Conditions of Contract). 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.

**SUPPLY PART:-**

**(ii)** 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.

**(iv)** The balance ten percent (10%) of the Ex-works price component shall be paid after successful commissioning of the complete Substation bay extension and handing over to Odisha Power Transmission Corporation Ltd.

**In Case the contractor does not claim any advance or claims partial advance, then in such condition recovery against clause no. 8.1 (ii), (iii), (iv) and (v) above shall be automatically reduced proportionately**

**8.2 Inland Transportation & Insurance Charges**

Inland transportation and insurance charges shall be paid to the Contractor on pro-rata basis, as per the unit rates indicated in the Letter / Notification of Award, after receipt of materials/items at site and on presentation of the invoices along with supporting documents by the Contractor. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the Letter of Award/ NOA.

**8.3 Erection Price Component**

- i) An advance of 10% (ten percent) of the total erection price shall be paid as initial advance subject to conditions stipulated in Clause 34.7.1 (ii) of Section-GCC (Vol.-ume-I) and the following.
  - (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 advance in accordance with Clause 34.7.1 (ii) (b), Sec.-GCC, Vol.-I of bidding documents and as per proforma attached with Section-Annex of Vol.- I (Conditions of Contract). 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, Vol.- I and as per proforma at-tached with Section-Annex of Volume – I (Conditions of Contract). 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.
- 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 substation bay extension and associated system and issuance of Taking Over Certificate by the owner.

**In Case the contractor does not claim any advance or claims partial advance, then in such condition recovery against clause no. 8.3 (ii) and (iii) above shall be automatically reduced proportionately.**

***Important: Stage payment for the followings (3 items) as per OPTCL norms shall be considered for erection contract only.***

***Construction of (I) Control Room Building (II) Colony Quarters & (III) Boundary Wall.***

***The details are as below.***

**A) Construction of Switch yard Building{Control room Building: (double Storied)}**

| SI No. | Description of Stages       | Payment Terms  |
|--------|-----------------------------|--|
| 1      | <b>RCC as per Contract:</b> |  |
| 1.1    | <b>Ground Floor</b>         | <b>(60% of total price)</b>                            |
| 1.1.1  | Up to plinth level          | 15% of 60% of ordered price i.e. 9% of the total value |

|          |   |   |
|----------|---|---|
| '1.1.2   | Up to lintel level                        | 30% of 60% of ordered price i.e. 18% of the total value |
| '1.1.3   | After roof casting                        | 55% of 60% of ordered price i.e. 33% of the total value |
| '1.1.4   | First Floor                               | <b>(40% of total price)</b>                             |
| '1.1.5   | (1) Up to lintel level                    | 35% of 40% of ordered price i.e. 14% of the total value |
| '1.1.6   | (2) After roof casting                    | 65% of 40% of ordered price i.e. 26% of the total value |
| <b>2</b> | <b>Brick masonry work as per contract</b> |   |
| 2.1      | (1) Ground Floor                          | <b>60% of the total price</b>                           |
| 2.2      | (2) First Floor                           | <b>40% of the total price</b>                           |
| <b>3</b> | <b>Flooring as per Contract</b>           |   |
| 3.1      | (1) Ground Floor                          | <b>55% of the total price</b>                           |
| 3.2      | (2) First Floor                           | <b>45% of the total price</b>                           |

#### **B) Construction of Colony Quarters:**

| <b>SI No.</b> | <b>Description of Stages</b>    | <b>Payment Terms</b>                                       |
|---------------|---------------------------------|--|
| <b>1</b>      | <b>'D'-type as per contract</b> |  |
| 1.2           | Up to plinth level              | 10% of the ordered price                                   |
| 1.2           | After brick work                | 15% of the ordered price                                   |
| 1.3           | After roof casting              | 30% of the ordered price                                   |
| 1.4           | After complete in Full shape    | 45% of the ordered price                                   |
| <b>2</b>      | <b>'E' type as per contract</b> |  |
| <b>2.1</b>    | <b>Ground Floor</b>             | <b>(60 % of total price)</b>                               |
| '2.1.1        | Up to plinth level              | 10% of 60% of the ordered price i.e. 6% of the total price |
| '2.1.2        | After brick work                | 15% of 60% of the ordered price i.e. 9% of the total price |
| '2.1.3        | After roof casting              | 30% of 60% of the quoted price i.e.18% of the total price  |
| '2.1.4        | After complete in Full shape    | 45% of 60% of the ordered price i.e.27% of the total price |
| <b>2.2</b>    | <b>First Floor</b>              | <b>(40% of the Total price)</b>                            |
| '2.2.1        | Up to lintel level              | 15% of 40% of the ordered price i.e. 6% of the total price |
| '2.2.2        | After roof casting              | 30% of 40% of the ordered price i.e.12% of the total price |
| '2.2.3        | After complete in Full shape    | 55% of 40% of the ordered price i.e.22% of the total price |

#### **(C) Construction of Boundary Wall:**

| <b>SI No.</b> | <b>Description of Stages</b> | <b>Payment Terms</b> |
|---------------|------------------------------|----------------------|
|---------------|------------------------------|----------------------|



|   |  |  |
|---|--|--|
| 1 | Excavation & bed Concrete & Foundation | 20% of the ordered price pile foundation with grade beam |
| 2 | Brick Work                             | 30% of the ordered price                                 |
| 3 | Plastering                             | 20% of the ordered price                                 |
| 4 | After complete in full shape           | 30% of the ordered price                                 |

8.4 All advance payment shall be interest bearing and recovery of advance along with the interest component on the advance amount shall be as under:

a) All advance payment made shall be recovered proportionately from each running bill of the contractor.

b) The amount of interest to be recovered from a particular bill shall be calculated @ 10% per annum on the value of advance corresponding to the % age of total progressive payment being released. The period for which the interest is to be calculated shall be reckoned for the date of release of the advance payment to the actual date of release of the said progressive payment of the expiry of stipulated time frame for release of such progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.

c) Commissioning for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/materials at rated voltage as per the Contract and to the satisfaction/approval of the Consultant

#### **8.5 Payment towards spare**

100% payment after receipt at site, subject to verification there of.

#### **8.6 Payment towards Taxes and Duties as applicable**

Taxes and duties, applicable as per Indian Tax laws, in respect of direct transaction between Odisha Power Transmission Corporation Ltd. and the Contractor, and to be reimbursed by Odisha Power Transmission Corporation Ltd., as per the Contract, will be reimbursed after each shipment against documentary evidence **as applicable**. Entry tax/octroi, to be reimbursed by Odisha Power Transmission Corporation Ltd., as per Contract, will be reimbursed after receipt of goods at site destination against documentary evidence. Service tax, wherever reimbursable as per contract, will be reimbursed after the services are performed, Payment towards taxes & duties shall be released by Odisha Power Transmission Corporation Ltd directly to the Contractor against invoice along with documentary evidence, to be submitted by the Contractor as specified in the Contract.

#### **8.7 Payment towards Price adjustment**

8.7.1 Any variation in Contract Price due to Price Adjustment provision of Clause 5.0 above shall be effected on presentation of calculations as per formula specified by

IEEMA along with documentary evidence for different indices applicable for Price Adjustment.

- 8.7.2 Any increase in Contract Price due to price adjustment provision as per Clause 5.0 above shall be payable as follows:

For supply of material/ equipment, ninety percent (90%) of the price adjustment amount for the respective shipment shall be paid as per the payment clause provided for supply part Cl. 8.1 above and balance ten percent (10%) shall be payable along with final payment mentioned at Clause 8.1 (v) above.

- 8.7.3 Any reduction in Contract Price due to price adjustment provision as per Clause 5.0 above shall be effected by recovering 100% of the reduction amount from any of the Contractor's invoices falling immediately due for payment or any other payments.

## **8.8 Mode of Payment**

- 8.8.1 Payment shall be made promptly by the OPTCL within thirty (30) days of receipt of Contractor's invoice, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

- 8.8.2 All invoices under the Contract shall be raised by the Contractor on "Odisha Power Transmission Corporation Ltd., and all payments shall be made to the Contractor by Odisha Power Transmission Corporation Ltd., as per Contract, will be reimbursed after receipt of goods at site destination against documentary evidence. Service tax, wherever reimbursable as per contract, will be reimbursed after the services are performed. Payment towards taxes & duties shall be released by Odisha Power Transmission Corporation Ltd directly to the Contractor against invoices along with documentary evidence, to be submitted by the Contractor as specified in the Contract.

- 8.8.3 In case the Contract is awarded on a joint venture, the Advance Bank Guarantees as well as Contract Performance Guarantees referred above, shall be in the name of the Joint Venture and not in the name of the Lead Partner or any partner (s) of the joint Venture alone.

## **9.0 QUANTITY VARIATION**

The quantity of all equipment/materials given in the Bid Proposal Sheets, Volume-IB of the bidding documents are provisional. The total variation in quantity shall be unlimited. The Contractor(s) shall be responsible for supply and execution of such final quantities of completion of the entire work under his scope and they shall be paid for such finalized quantities at the unit rate indicated in the Letter of Award / NOA after approval by the competent authority.

## **10.0 WORK SCHEDULE**

- 10.1 The Bidder shall include in his proposal his programme for furnishing and erecting the equipments covered under the package. The programme shall be in the form of a bar chart / master network identifying key phases in various areas of total work like procurement of raw material / bought out items/components, manufacturing, type testing, supply of materials and field activities such as foundation, erection, stringing

etc. and testing & commissioning of the substation bay extension and associated system so as to achieve testing & commissioning of all equipments/materials under the Packages within Package as indicated against each package from the date of letter of Award/NOA. Completion period of the projects package wise are as below,

**(I) Pkg 11/2013-14 (LAXMIPUR)- 12(Twelve) Months from the date of NOA**

10.2 The schedule shall be reckoned from the date of issue of Letter of Award/NOA, Within 15 (fifteen) days of issuance of Letter of Award/NOA, Contractor shall submit Bar Chart/ PERT Network conforming to the delivery/erection dates mentioned in Letter of Award/ NOA for review and approval.. After approval of Bar Chart/PERT Network, one reproducible with sufficient number of prints as desired by Odisha Power Transmission Corporation Ltd., shall be submitted.

10.3 The provision of Penalties leviable in case of delay in completion pursuant to Clause 12.0 below shall become effective after the period mentioned above for successful completion of testing and commissioning.

**11.0 CONTRACT PERFORMANCE GUARANTEE**

11.1 The successful bidder shall be required to furnish to Odisha Power Transmission Corporation Ltd., a Contract Performance Guarantee (CPG) for the value of ten percent (10%) of total Contract Price as per conditions stipulated in Clause No.41.0, Section- INB of Vol-I and Clause No.32.0, Section-GCC, of Volume-I, which shall be extended from time to time till 90 (ninety) days beyond the actual date of successful completion of warranty period, as may be required under the Contract. The bid guarantee shall be kept valid by the successful bidder till the Contract Performance Guarantee is accepted by Odisha Power Transmission Corporation Ltd.

11.2 The Performance Guarantee shall cover additionally the following guarantees:

a) The successful Bidder guarantee the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents.

b) The successful Bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from Odisha Power Transmission Corporation Ltd. fully remedy free of expenses such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions in this Volume-IA/Special Conditions of Contract Vol-IA.

11.3 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages under clause entitled "Equipment Performance Guarantee" in Technical Specifications, Volume-II and damages stipulated in other clauses in the Bid documents.

11.4 The Performance Guarantee will be returned to the Contractor without any interest at the end of guarantee period, unless otherwise specified in the Special Conditions of Contract.

## **12.0 Liquidated damage FOR DELAY IN COMPLETION.**

If the Contractor fails to perform the work within the specified period given in the contract or any extension granted thereof, with respect to successful completion of testing & commissioning of sub-station bay extension and associated system, the Contractor shall pay to Odisha Power Transmission Corporation Ltd. as Liquidated damage, a sum of half percent (0.5%) of the Contract price for each calendar week of delay or part. However, the amount of Liquidated damage for the Contract shall be limited to a maximum of five percent (5%) of the total Contract price except for spares. The maximum limit of Liquidated damage for spares shall be ten percent (10% of corresponding value).

## **13.0 FUNCTIONAL GUARANTEES**

### **13.1 Particulars, Performance & Efficiency of Equipment / Materials.**

Bidder shall state the guaranteed technical particulars, performance or efficiency of different equipment/materials in response to the Technical Specifications. Goods offered shall have minimum acceptable particulars / performance/efficiency specified in Technical Specification.

## **13.0 INDEMNITY BOND**

14.1 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 proforma at Annexure – VIII, Conditions of Contract, Vol.-I in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the full value of the materials. This indemnity bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of testing, commissioning and handing over the equipment to owner.

## **14.0 STORAGE-CUM-ERECTION INSURANCE**

In addition to conditions specified in Clause No. 37.0 Section-GCC, Vol-I following shall also apply:

14.1 All the equipment and materials including spares, if any, being supplied by the Contractor shall be kept completely insured by the Contractor at his cost from time of dispatch from the Contractor's works / Sub-Vender's works, upto the completion of erection, testing & commissioning at site and taking over of the **sub-station bay extension and associated system** by the owner in accordance with the Contract.

14.2 Further all equipment and materials being supplied by Odisha Power Transmission Corporation Ltd. free of cost for the erection (as per Technical Specification) shall be kept insured by the Contractor against any loss, damage, theft, pilferage or fire from the point of unloading upto the time of taking over by owner, including handing, transportation, storage, erection, testing and commissioning etc. The premium paid to the Insurance company by the Contractor for such insurance shall be reimbursed by Odisha Power Transmission Corporation Ltd to the Contractor. The Contractor shall obtain competitive quotation for such insurance and shall take prior approval form Odisha Power Transmission Corporation Ltd before taking the insurance. The insurable value of the equipment being supplied by Odisha Power Transmission Corporation Ltd shall be intimated to the Contractor for arranging the insurance.

14.3 It will be the responsibility of the Contractor to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage or fire during execution of Contract and Odisha Power Transmission Corporation Ltd shall be kept informed about it. The Contractor shall replace the lost/damaged materials promptly irrespective of the under/full/non-settlement of the claims by the underwriters and ensure that the work progress is as per agreed schedules. The losses, if any in such replacement will have to be borne by the Contractor.

#### **15.0 POWER, WATER & COMMUNICATION**

The Contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction / erection of equipment and line at his own cost.

#### **16.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP Etc.**

The Contractor shall make his own arrangements for land for construction of his field office, workshop, stores, locations, assembling yard, etc. as required for execution of the Contract at his own cost.

#### **17.0 PROGRESS REPORTS**

17.1 During execution of the Contract, the Contractor shall furnish monthly progress reports to Odisha Power Transmission Corporation Ltd in a format as specified by Odisha Power Transmission Corporation Ltd indicating the progress achieved during the month, and total progress upto the month against scheduled and anticipated completion dates in respect of activities covered in programmes/schedules referred to above. Contractor shall also furnish to Odisha Power Transmission Corporation Ltd resources data in a specified format including photographs by digital camera and time schedule. The Contractor shall also furnish any other information that is necessary to ascertain progress, if called for by Odisha Power Transmission Corporation Ltd.

#### **18.0 SURPLUS MATERIALS**

18.1.1 Bidder shall plan & execute the contract in a manner such that no surplus material is accumulated after completion of the contract. On completion of the works all such materials supplied by Odisha Power Transmission Corporation Ltd., if any, for erection that remain unutilized shall be returned to the owner, by and at the expense of the Contractor, in Odisha Power Transmission Corporation Ltd.'s store(s), except for the wastage allowed for various line materials in accordance with provision of the relevant clause.

18.2 The Contractor, within two (2) months from the taking over of the equipment / materials under the package, shall return and account for the surplus materials, failing which necessary recoveries will be made from the outstanding bills of the Contractor for the cost of the materials left unaccounted as decided by the owner.

#### **19.0 LATENT DEFECT WARRANTY**

19.1 The period of latent defect warranty in terms of clause 15.0, Section GCC, Volume-I shall be limited to 10 years from the date of expiry of Guarantee Period.

19.2 All the guarantee / warranties shall stand transferred to the Owner of the System and they shall exercise the rights under such a contractual guarantee / warranties as deemed necessary.

**20.0 FIRST AID**

21.1 To deal with emergency /accidental eventualities at works site, the Contractor shall make all such arrangements necessary, such as services of an ambulance etc. for transportation to hospital at his own cost.

**21.0 SUBMISSION OF BIDS**

22.1 The bid shall be submitted by the bidders as per Clause 24.0 of Section 0INB of Vol.-I and as indicated in the Invitation to Bid INV (Vol.-I)

**22.0 BID GUARANTEE**

23.1 A Bid Guarantee in a separate sealed cover, shall accompany the Bid in original as per Clause 22.0 Section-INB (Vol-I) and Section –INV (Vol-I).

**23.0 CONTRACTOR PERFORMANCE FEEDBACK AND EVALUATION SYSTEM**

The owner has in place an established ‘Contractor Performance and Feedback System’ against which the Contractor’s performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals. In case the performance of the Contractor is found unsatisfactory on any of the following four parameters, the Contractor shall be considered ineligible for participating in future tenders of Odisha Power Transmission Corporation Ltd for a period as may be decided by the Consultant / OPTCL.

- Financial Status
- Project Execution and Project Management Capability.
- Engineering & QA Capability
- Claims & Disputes

**24.0 INELIGIBILITY FOR FUTURE TENDERS**

“Notwithstanding the provisions specified in INB 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 INB Clause 40.0 or does not submit acceptable Contract Performance Guarantee pursuant to INB Clause 41.0, SCC Clause 11.0 and GCC Clause 32.0, 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.

**25.0 UTILISATION OF ASH AND ASH PRODUCTS**

As per gazette notification dated 14.09.1999 of Ministry of Environment & Forest (MOEF), if the working site is within 100 km radius of a coal based thermal power plant, bidder is required to use ash and ash products for construction of all site office, store shed, labour huts etc. upon award, and a compliance report with every bill is to be submitted.

**26.0 TRIAL OPERATION**

For Trial Operation, the system for a particular package, Sub-Station bay extension and associated system shall be energized in presence of the representative of OPTCL officials and same shall be maintained in energized condition for a period of at least

twenty-four (24) hours. In case of any defect is observed, then such mutually agreed defect shall be liquidated within a maximum period of one week by the bidder. Thereafter, the system shall be maintained in energized condition.

## **27.0 HANDING OVER & TAKING OVER**

Upon successful completion of all the tests to be performed at site on equipment furnished and erected by the contractor, the owner shall issue to the contractor a Taking Over Certificate as proof of the final acceptance.

## **27.1 FRAUD PREVENTION POLICY**

The contractor along with their associate / collaborator / subcontractor / sub-vendors/ consultants/ service providers shall strictly adhere to the fraud prevention policy of the Odisha Power Transmission Corporation Ltd(OPTCL). The contractor along with their associates/ collaborators / subcontractor /sub-vendors/ consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Consultant about any fraud or suspected fraud as soon as it comes to their notice.

## **28.0 SPARES**

30.1 All the spares for the equipment under the contract will, strictly, conform to the specification and documents and will be identical to the corresponding main equipment / components supplied under the contract and shall be fully interchangeable.

30.2 All the mandatory spares covered under the contract shall be produced along with the main equipment as a continuous operation and the delivery of the spares will be affected along with the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed network. In case of recommended spares the above will be applicable provided the order for the recommended spares has been placed with the contractor prior to commencement of manufacture of the main equipment.

30.3 The quality plan and the inspection requirement finalized for the main equipment will also be applicable for the corresponding spares.

30.4 The contractor will provide the owner with the manufacturing drawings, catalogues, assembly drawings and any other document required by the owner so as to enable the owner to identify the recommended spares. Such details will be furnished to the owner as soon as they are prepared but in any case not later than six months prior to commencement of manufacture of the corresponding main equipment.

30.5 The contractor will provide the owner with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items / components /equipment covered under the contract and will further ensure with his vendors that the owner, if so desires, will have the right to place order(s) for spares directly on them on mutually agreed terms based on offers of such vendors.

### 30.6 Warranty for spares

The contractor shall warrant that all spares supplied will be new and in accordance with contract documents and will be free from defects in design, materials and workmanship and shall further guarantee as under.

30.6.1a) For any item of spares ordered or to be ordered by the owner for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment / component, the warranty will be 12 months from the scheduled date of commercial operation of the last unit of main equipment under the contract. In case of any failure in the original component / equipment due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the owner unless a joint examination and analysis by the owner and the contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same warranty as applicable to the replacement made for the defective original part/ component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the contractor as soon as they have been replaced by the contractor.

b) For the item of spares ordered / to be ordered by the owner for 3 years operational requirement of the equipment, which with the written approval of the owner, are not manufactured as a continuous operation together with the manufacture of the corresponding main equipment / component, will be warranted for 6000 hrs. of trouble free operation if used within a period of 18 months (reckoned from the date of delivery at site). However, if such spare parts are put to use after 18 months of the delivery at site then the guarantee of such spares will stand valid till the expiry of 36 months from the scheduled date of the completion of commissioning of the last unit of equipment or 6000 hrs. of trouble free operation after such spares are put in service, whichever is earlier.

c) For long term requirement

For items of spares that may be ordered by the owner to cover requirements beyond 3 years of initial operation of the plant, the warranty will be till the expiry of 6000 hrs. of trouble free operation if used within a period of 18 months from the date of delivery at site. For items of spares that may be used after 18 months from the date of delivery at site, the warranty period will be 12 months from the date they are put to use or 6000 hrs. of trouble free operation, whichever is earlier.

30.6.2 The warranty of spares that are not used within 18 months from the respective dates of the delivery at site covered in Para (b) & (c) above will, however, be subject to the condition that all such spares have been stored / maintained / preserved in accordance with contractor's standard recommended practice, if any and the same have been furnished to the owner.

30.7 To enable the owner to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment in addition to necessary technical details catalogue and such other information brought out here-in-above, the contractor will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the price



quoted by the contractor to the owner are not higher than those charged by them from other customers in the same period.

30.8 In addition to the spares recommended by the contractor, if the owner further identifies certain particular items of spares, the contractor will submit the prices and delivery quotations for such spares within 30 days of receipt of such request with validity period for 6 months for consideration by the owner and placement of order for additional spares if owner so desires equivalent makes, if so required by the Owner.

30.9 The contractor shall guarantee the long term availability of spares to the owner for the full life of the equipment covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment, he shall give the owner at least twelve (12) months advance notice so that the latter may order his bulk requirement of spare, if he so desires. The same provision will also be applicable to Sub-Contractor of any spares by the contractor or his Sub-Contractor. Further, in case of discontinuance of manufacture of any spares by the contractor or his Sub-Contractors, the contractor will provide the owner, two years in advance, full manufacturing drawings, material specifications and technical information required by the owner for the purpose of manufacture of such items.

30.10 Further in case of discontinuance of supply of spares by the contractor or his Sub-Contractors, the Contractor will provide the Owner with full information for replacement of such spares with other.

30.11 The prices of all future requirements of items of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by owner as part of mandatory spares or recommended spares. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main contract excepting that the base indices will be counted from the scheduled date of successful completion of trial operation of the last equipment under the main project and there will be no ceiling on the amount of variation in the prices. The above option for procuring future long term requirement of spares by the owner shall remain valid for a period of 5 years from successful completion of commissioning of last unit of equipment.

30.12 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with above sub-clause. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

30.13 In case the contractor fails to supply the mandatory, recommended or long term spares in accordance with the terms stipulated above, the owner shall be entitled to purchase the same from alternate sources at the risk and the cost of the contractor and recover from the contractor, the excess amount paid by the owner over the rated worked out on the above basis. In the event of such risk purchase by the owner, the purchases will be as per the works and procurement policy of the owner prevalent at the time of such purchases and the owner at his option may include a representative of the contractor in finalizing the purchases.

30.14 It is expressly understood that the final settlement between the parties in terms of the relevant clauses of the Bidding Documents shall not relieve the contractor of any of his obligations under the provision of long term availability of spares unless otherwise discharged in writing by the owner.

#### **29.0 AFTER SALE SERVICE**

Contractor/subcontractor shall extend all facilities towards after sale / erection service towards the equipments after commissioning of the substation bay extension and associated system at least for 5 years.

#### **30.0 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 scheduled date of completion but limiting to overall 2.5%.**

#### **31.0 OBTAINING OF STATUTORY APPROVAL**

31.1 Unless otherwise specified in the Bidding Document, it shall be the CONTRACTOR'S sole responsibility to obtain all approvals from any authority (except for environment clearance) required under any statute, rule or regulation of the Central or Odisha State Government for the performance of the contract and / or the contractual work. The application on behalf of the OWNER for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction / commissioning of the works is not delayed for want of the approval / inspection by the concerned authorities. The CONTRACTOR shall arrange for the inspection of the works by the authorities and will undertake necessary coordination and liaison required and shall not be entitled to any extension of time for any delay in obtaining such approvals.

31.2 Statutory fees, if any, paid for all such inspection and approvals shall be reimbursed at actual to the CONTRACTOR by the OWNER on production of documentary evidence.

31.3 Any deficiency (ies) as pointed out by any such authority shall be rectified by the CONTRACTOR within the scope of relative supply and / or work at no extra cost to the OWNER. The inspection and acceptance of the work by such authorities shall, however, not absolve the CONTRACTOR from any of its responsibilities under this contract.

#### **32.0 LICENSE**

a) **PROJECT LICENSE:** Contractor has to obtain project license in respect of the projects from the competent authority at his own cost, prior to commencement of works.

b) **ELECTRICAL LICENSE:** All electrical jobs shall be carried out only through contractors possessing valid licenses from Odisha State, except in the case of packages / turnkey jobs where electrical jobs may be sub-contracted by the Main Contractor. In all such cases, the Main contractor shall get the work executed only through agencies having such valid licenses.

***NB: The Project license should be furnished to OPTCL within 30 (thirty) days from the issue of NOA. The Firm should furnish all the required documents to the Authority for issuing the Project License within 15 days of issue of NOA positively. The Firm should furnish the documents as a proof to OPTCL, that they have applied to the issuing authority***

*for issuing of Project License. In case the Project license is not furnished within 30(thirty) Days from the issue of NOA, OPTCL have the right to cancel the NOA.*

### **33.0 Solving Right of way-(Tree and Plant Compensation):**

The contractor should adhere to policy & internationally recognized standards (Indian Standards, British Standards, IEEE and IEC standards) in design and construction of facilities, laying of transmission lines, support infrastructure and in selection of equipment. Further, the contractor endeavors should be to avoid habitations and densely populated areas while selecting route alignment.

Moreover, the contractor should also adhere to clearance norms prescribed in Indian Electricity Rules for: (a) clearance above ground for lowest conductor; (b) vertical clearance from buildings; (c) horizontal clearance from buildings; (d) minimum clearance between lines crossing each other ; and (e) minimum clearance prescribed for live equipment in outdoor sub stations.

The key social and environmental aspects that are / may be associated with the Project relate to OPTCL's environment and social assessment, corporate environmental, social and health and safety management system and their implementation. In the context of the Project, the key social and environmental issues, which will have to be managed under environment and social management system include: impacts on households due to restrictions/ constraints in the proposed ROW, crop damage and loss of trees during construction / maintenance; employee and community health and safety impact during construction and operation; community consultation and engagement; labor working conditions including employee and contract labor health and safety; impacts due to emissions to soil, air and water during construction and operation ; and potential impacts on biodiversity and cultural heritage. However, the project's impacts are mostly short term, limited to the Projects its, reversible and limited impact, if unavoidable, on environmentally sensitive areas. Further, it is possible to readily design and implement engineering and management measures to mitigate adverse impacts.

Description of key Environmental and OPTCL prefers to acquire government land for substation. However, Right of Way (ROW) is acquired for laying, operation and maintenance of transmission lines. ROW acquisition is undertaken along the route alignment on: 27m, 35m and 52m wide strip of land for 132 kV, 220 kV and 400 kV transmission lines respectively.

The responsibilities of acquiring ROW lies with contractor at his risk and cost.

In acquisition or ROW, Contract should adheres to requirements of Indian telegraph Act an Indian Electricity Act. The act provides for payment of tree loss and crop loss compensation. The compensation amount for damage to crops or loss of trees during construction (and during maintenance) is determined by horticulture department and Forest Department of Government of Odisha for fruiting and timber / non fruiting trees respectively.

To assess the extent of land, crop and tree loss, Contractor team together with, 2 panch representative elected to Panchayat the village level self government institution), and the local land record/ revenue official prepare a detailed document (Panchnama) in presence of owner, which describes the nature (crop and /or tree) and extent of loss (type of crop, details of the fruit bearing tree, prevailing price of the fruits and crop etc). The Panchnama is signed and witnessed by all. In case, several members of a HH are joint owners of a parcel of land, a NOC from all such joint owners not present is obtained. Compensation payment is made by a contractor through Cheque drawn in favour of all the joint owners. While the Contractor endeavors should be minimize involuntary resettlement, contractor will as part of the OPTCL develop an entitlement matrix to, as applicable, mitigate adverse social and economic impacts from land acquisition or restrictions on affected persons 'including informal settlers'

use of land by: (i) providing compensation for loss of assets at replacement cost; (ii) ensuring that resettlement activities.

i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.

ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacture.

#### **34.0 MATERIALS SUPPLIED BY OWNER:**

**PLCC (Indoor Panels) / SCADA equipments (RTU) and POWER / AUTO TRANSFORMER (excluding station transformer) will be taken as owner supply materials).**

#### **35.0 CONDITIONS FOR ISSUE OF MATERIALS:**

iv) The contractor shall construct suitable godowns at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall be the duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and / or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.

vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstance beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.

vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for the Engineer-in-Charge shall have the right, at his own discretion, to Issue such materials. If available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution.

viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form. The contractor shall, if desired by the Engineer-in-Charge be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials issued by the Owner.

- ix) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.
- x) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected.
- xi) Papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.
- xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores from where they were issued the place as directed by the Engineer-in-Charge.
- xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose (s) than issued for.

### 38.0 IMPORTANT SCC INSTRUCTIONS / GUARANTEES:-

All the conditions stipulated in Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC), Erection Condition of Contract (ECC) and Instructions to Bidder (INB). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC, ECC and INB.

| Special Conditions (SCC) No. | Clauses Ref., if any                                    | Special Conditions Read as  |
|------------------------------|---|---|
| 1.                           | Definitions / Abbreviation in Contract Doc. & Annexures | Name of the Owner : <b>Odisha Power Transmission Corporation Ltd.</b><br>Address of the Owner : Odisha Power Transmission Corporation Ltd., (A Govt. of Odisha Undertaking), Multistoried Building, 1 <sup>st</sup> Floor, Janapath, Bhubaneswar -751022.<br>Telephone No. : 0674-2541801<br>Fax No. : 0674 -2542964. |
| 2.                           | Clause No. 14 (ECC) Land, Power, Water                  | This supersede by Clause No. 16 & 17 of SCC i.e. not to be provided by owner. Any other facility to be provided by owner shall be as described in technical specification (Vol-IIA & IIB)   |
| 3.                           | Clause No. 33 of GCC Contract price Adjustment          | Clause No. 33 contract price adjustment supersede by Clause No. 5 of SCC  |
| 4                            | Clause No. 6 of INB                                     | Any clarification to the document should be submitted in writing at the Office of OPTCL before the date of closing of sale of Tender Document and no subsequent clarification will be entertained either verbally or in writing afterwards.   |
| 5.                           | Clause No. 6 of SCC Taxes and Duty                      | Further, all concessional sale tax form, road permit, TDS certificate with respect to the execution the contract will be issued by owner  |
| 6.                           | Clause No. 31.0 of ECC & Clause 13.0 of ECC             | The Contractor at no extra cost shall follow all the statutory rules and regulations required as per laws prevailing in the state of <b>Odisha</b> and Government of India Any fines / penalties imposed by such statutory authorities shall be born by the Contractor at his own risk and cost.                      |

**SECTION – GCC**

**GENERAL TERMS AND CONDITIONS  
OF CONTRACT**

# GENERAL TERMS & CONDITIONS OF CONTRACT

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## **SECTION – GCC**

# **GENERAL TERMS & CONDITIONS OF CONTRACT**

## **A. INTRODUCTION**

### **1.0 DEFINITION OF TERMS**

- 1.1 The ‘Contract’ means the agreement entered into between the Employer and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 ‘Owner’ shall mean the ODISHA POWER TRANSMISSION CORPORATION Ltd (OPTCL), Bhubaneswar and shall include its legal representatives, successors and assigns.
- 1.3 ‘Contractor’ or ‘Manufacturer’ shall mean the Bidder whose bid will be accepted by the Employer for the award of the Works and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 1.4 ‘Sub-Contractor’ shall mean the person named in the Contract for any part of the works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person
- 1.5 ‘Engineer’ shall mean the officer of the OPTCL appointed in writing by the Employer to act as Engineer from time to time for the purpose of the Contract.
- 1.6 ‘Consulting Engineer’/‘Consultant’ shall mean any firm or person duly appointed as such from time to time by the Employer. Any company who is appointed by OPTCL for Pre-Award Contract management Services shall be treated as “Consultant”.
- 1.7 The terms ‘Equipment’, ‘Stores’ and ‘Materials’ shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.8 ‘Works’ shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 1.9 ‘Specifications’ shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.10 ‘Site’ shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land,

paths, street or reservoir which may be allocated or used by the Employer or Contractor in the performance of the Contract.

1.11 The term 'Contract Price' shall mean the lump sum price quoted by the Contractor in his bid with additions and / or deletions as may be agreed and incorporated in the Letter of Award/Notification of award, for the entire scope of works and variation in prices considered later.

1.12 The term 'Supply /Equipment Portion' of the Contract price shall mean the ex-works value of the equipment / material.

1.13 The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed.

ii) The contractor shall construct suitable god owns at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

iii) It shall be duty of the contractor to inspect the material supplied to his at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and / or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.

iv) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstance beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.

v) It shall be responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for the Engineer-in Charge shall have the right, at his own discretion, to Issue such materials. If available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, not shall this, constitute a reason for the delay in the execution.

vi) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form. The contractor shall, if desired by the Engineer-in-Charge be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials issued by the Owner.

vii) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.

viii) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected.

ix) Papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.

x) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores from where they were issued to the place as directed by the Engineer-in-Charge.

xi) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose (s) than issued for.

## **2.0 IMPORTANT SCC INSTRUCTIONS / GUARANTEES:-**

All the conditions stipulated in Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC), Erection Condition of Contract (ECC) and Instruct at Site by the Contractor including cost of insurances.

2.1 'Manufacturer's Works' or 'Contractor's Works', shall mean the place of work used by the manufacturer, the Contractor, their collaborators / associates or Sub-Contractors for the performance of the Contract.

2.2 'Inspector' shall mean the Owner or any person nominated by the Employer from time to time, to inspect the equipment; stores or works under the Contract and / or the duly authorized representative of the Employer.

2.3 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the Employer notifying the Contractor that his bid has been accepted.

2.4 'Date of Contract' shall mean the date on which Notice of Award of Contract / Letter of Award has been issued.

2.5 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

A 'Week' shall mean continuous period of seven (7) days.

2.6 'Writing' shall include any manuscript, type written or printed statement, under or over signature and / or seal as the case may be.

- 2.7 When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used the approval, judgement, direction etc. is understood to be a function of the Employer /Engineer.
- 2.8 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Employer.
- 2.9 ‘Start up’ shall mean that time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start up period shall include preliminary inspection and check out of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 2.10 ‘Initial Operation’ shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service. The length of operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 2.11 ‘Performance and Guarantee Tests’ shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 2.13 The term ‘Final Acceptance’/’Taking Over’ shall mean the Employer’s written acceptance of the works performed under the Contract, after successful commissioning / completion of performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 2.14 ‘Commercial Operation’ shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Employer to be available for continuous operation at different loads upto and relieve or prejudice the Contractor of any of his obligations under the Contract.
- 2.15 ‘Guarantee Period’/’Maintenance Period’ shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 2.16 ‘Latent Defects’ shall mean such defects caused by faulty designs, materials or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.
- 2.17 Drawing’, ‘Plans’ shall mean all:
- a) Drawings furnished by the Employer /consultant as a basis of Bid /Proposals.
  - b) Supplementary drawings furnished by the Employer /Consultant to clarify and to define in greater detail the intent of the Contract.

- c) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Employer / Consultant.
- d) Drawings furnished by the Employer / Consultant to the Contractor during the progress of the work; and
- e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Employer.

2.18 'Codes' shall mean the following including the latest amendments and/or replacements, if any:

- a) Indian Electricity Act, 1905 and Rules and Regulations made thereunder.
- b) Indian Factory Act, 1948 and Rules and Regulations made thereunder.
- c) Indian Explosives Act, 1884 and Rules and Regulations made thereunder.
- d) Indian Petroleum Act, 1934 and Rules and Regulations made thereunder.
- e) A.S.M.E. Test Codes.
- f) A.I.E.E. Test Codes
- g) American Society of Materials Testing Codes.
- h) Standards of the Indian Standards Institution.
- i) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.

2.19 Words imparting the singular only shall also include the plural and vice-versa where the context so requires.

2.20 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

2.21 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

The various Acts and Regulations are normally available for sale from the following addresses:

- i) Deputy Controller  
Publication Department  
Government of India  
Civil Lines,  
DELHI-110 006.
- ii) Deptt. of Publication

(Government of India),  
Kitab Mahal  
Unit No.21, Emporia Building,  
Baba Kharak Singh Marg,  
NEW DELHI-110 001.

OR

With leading authorized Government of India Book – Sellers.

2.22 In addition to the above the following definitions shall also apply.

- a) ‘All equipment and materials’ to be supplied shall also mean ‘Goods’.
- b) ‘Constructed’ shall also mean ‘erected and installed’.
- c) ‘Contract Performance Guarantee’ shall also mean ‘Contract Performance Security’.

2.23 Trial Operation, reliability test, trail run, completion test, shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of trial operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the contract.

## 2.0 APPLICATION

These General Conditions of the Contract shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## 3.0 STANDARDS

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods and such standards shall be the latest issued by the concerned institution.

## 4.0 LANGUAGE AND MEASURES

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

## 5.0 CONTRACT DOCUMENTS

5.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

- a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included under Vol-.I and the Special Conditions of Contract (Volume – IA)

- b) Specifications of the equipment to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications.
- c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Employer/ Consultant prior to the Award of Contract except to the extent of repugnancy.
- d) All the materials, literature, guaranteed data and information of any sort given by the Contractor along with his bid, subject to the approval of the Employer / Consultant.
- e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

5.2 In the event of any conflict between the above-mentioned documents the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the parties.

## **6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION.**

6.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

6.2 The Contractor shall not, without the Employer's prior written consent,

- ii) The contractor shall construct suitable god owns at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- iii) In shall be duty of the contractor to inspect the material supplied to his at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and /or replaced by him at his own cost, according to the directions of the Engineer-in Charge.
- iv) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstance beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- v) It shall be responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for



the Engineer-in Charge shall have the right, at his own discretion, to Issue such materials. If available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, not shall this, constitute a reason for the delay in the execution.

vi) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form. The contractor shall, if desired by the Engineer-in-Charge be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials issued by the Owner.

vii) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.

viii) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected.

ix) Papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.

x) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores from where they were issued to the place as directed by the Engineer-in-Charge.

xi) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose (s) than issued for.

#### **IMPORTANT SCC INSTRUCTIONS / GUARANTEES:-**

All the conditions stipulated in Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC), Erection Condition of Contract (ECC) and Instructmake use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

6.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Employer.

6.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

## 7.0 CONSTRUCTION OF THE CONTRACT

7.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a divisible supply and erection Contract.

Award shall be placed on the successful bidder as follows:

- i) First Contract: For Ex-works supply of all equipment and materials. Inland transportation, insurance for delivery at site.
- ii) Second Contract: For providing all other services like, unloading, storage, handling at site, installation, testing and commissioning including performance testing in respect of all the equipment supplied under the “First Contract” and any other services specified in the Bid Documents.
- iii) Both these Contracts will contain interlinking cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contract.

7.2 In case of divisible supply and erection Contract, or where the Employer hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in favour of the Employer in the form acceptable to OPTCL for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of proforma for the Indemnity Bond are enclosed as **Annexure- VII & VIII** to this Volume-1.

7.3 The Contract shall in all respects be construed and governed according to Indian

7.4 It is clearly understood that the total consideration for the Contract(s) has been broken up into various components only for the convenience of payment of advance under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).

## 8.0 JURISDICTION OF CONTRACT

8.1 The laws applicable to the Contract shall be the laws in force in India. The ***Honb’le Courts*** of **Bhubaneswar/Cuttack** shall have exclusive jurisdiction in all matters arising under this Contract.

## 9.0 MANNER OF EXECUTION OF CONTRACT

9.1 The Employer, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval.

9.2 The Agreement, unless otherwise agreed to, shall be signed within 60 days of the acceptance of the Letter of Award, at the office of the Employer on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, performance guarantee in six copies, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the bid guarantee submitted with the proposal will have to be extended accordingly.

- 9.3 The Agreement will be signed in six originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer.
- 9.4 The Contractor shall provide free of cost to the Employer all the Engineering data, drawings, and descriptive materials submitted with the bid, in at least six(6) copies to form a part of the Contract immediately after issue of Letter of Award.
- 9.5 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with at least thirty **(30)** true copies of agreement within thirty (30) days after the signing of the Contract.

#### **10.0 ENFORCEMENT OF TERMS**

- 10.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

#### **11.0 COMPLETION OF CONTRACT**

- 11.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the expiry of the guarantee period as provided for under the clause entitled 'Guarantee' in this section of the Vol.

### **B. GUARANTEES & LIABILITIES**

#### **12.0 TIME - THE ESSENCE OF CONTRACT**

- 12.1 The time and the date of completion of the Contract as stipulated in the Contract by the Employer without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 12.2 The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Employer and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Employer and the agreed network shall form part of the Contract documents. As provided in the clause of Terms of Payment in this Section, finalisation of the network/bar charts will be pre-condition to release of any initial advance to the Contractor. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Employer.

The interface facilities to be provided by the Employer in accordance with the agreed network shall also be review while reviewing the progress of the Contractor.

- 12.3 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.
- 12.4 Subsequent to the finalisation of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer once every two months thereafter.
- 12.5 The above bar charts/manufacturing programme shall be compatible with the Employer's computer environment and furnished to the Employer on such media as may be desired by the Employer.

### 13.0 **EFFECTIVENESS OF CONTRACT**

The Contract shall be considered as having come into force from the date of the notification of award unless otherwise provided in the notification of award.

### 14.0 **Liquidated damage**

#### 14.1 For Equipment /Supply Portion.

14.1.1 If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to the Owner as Liquidated damage a sum specified for each specified period of delay. The details of such Liquidated damage are brought out in the accompanying Special Conditions of Contract.

14.1.2 Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts are also delivered.

14.1.3 The total amount of Liquidated damage for delay under the Contract will be subject to a maximum of 5% of the Contract price.

### 14.2 **For Spares**

14.2.1 Unless otherwise specified in the Special Conditions of Contract, the Liquidated damage for delay in supply of spares, beyond the dates stipulated under Clause in Section GCC shall be ½% (half per cent) of the price of undelivered spares, per week or part thereof.

14.2.2 The total amount of Liquidated damage for delay under the contract will be subject to a maximum of ten per cent (10%) of the value of spares ordered unless otherwise specifically mentioned in special Conditions of Contract.

14.3 Liquidated damage for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the contractor as detailed in Technical Specifications/Special Conditions of Contract. Such Liquidated damage

shall be without any limitation whatsoever and shall be in addition to damages, if any, payable under any other clause of Conditions of Contract.

#### **14.4 For Erection:**

14.4.1 If the contractor fails to successfully complete the erection & commissioning within the time fixed under the contract, the contractor shall pay to the owner as Liquidated damage a sum specified for each specified period of delay. The Liquidated damage shall be ½% (half per cent) per week of delay or part thereof and the total amount of Liquidated damage for delay under the Contract will be subject to a maximum of 5% of the uncompleted /unfinished Contract.

#### **15.0 GUARANTEE**

- 15.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of twelve (12) calendar months commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's supervisory Engineer.
- 15.2 In the event of any emergency where in the judgement of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- 15.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects.
- 15.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.
- 15.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.

- 15.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.
- 15.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 15.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 15.1 through 15.7 above, shall remain till the end of 5 years from the date of completion of guarantee period.

In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee (more than 12 months) is provided by such Sub-Contractor, the Employer shall be entitled to the benefits of such longer guarantee.

- 15.9 The provisions contained in this clause will not be applicable.
- a) If the Employer has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.
- b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.
- 15.10. The contractor shall not stand guaranteed for the materials supplied by OPTCL but shall guaranter for the execution of the materials.

## **16.0 TAXES, PERMITS & LICENCES**

The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Employer or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income and property only. This clause shall be read in conjunction with Clause 14.0 of Section INB of this Volume-I.

## **17.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS**

17.1.1 If during the performance of the Contract, the Engineer shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials upto the standards of the specifications. In case, the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such Works or furnish all such

equipment/material provided that nothing in this clause shall be deemed to deprive the Employer of or affect any rights under the Contract which the Employer may otherwise have in respect of such defects and deficiencies.

17.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the Employer of extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Employer for such replacements and the Contract price by portion for such defective equipment/materials/works and repayments of any sum paid by the Employer to the Contractor in respect of such defective equipment/material. Should the Employer not so replace the defective equipment/materials the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Employer under the Contract for such defective equipment/materials.

#### **18.0 PATENT RIGHTS AND ROYALTIES**

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Employer, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against the Employer. But it shall be understood that no such machine, plant, work, material or thing has been used by the Employer for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Employer will not be equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the Employer, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

#### **19.0 DEFENCE OF SUITS**

If any action in court is brought against the Employer or Engineer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Employer, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

#### **20.0 LIMITATION OF LIABILITIES**

The final payment by the Employer in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at

the end of the Guarantee/Warranty period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments.

## **21.0 ENGINEER'S DECISION**

- 21.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.
- 21.2 If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.
- 21.3 The Engineers' decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

## **22.0 POWER TO VARY OR OMIT WORK**

- 22.1 No alterations, amendments, omissions, suspensions or variations of the works (hereafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract price as the case may be.
- 22.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 22.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty



(30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.

22.4 If any variation in the works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

22.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.

22.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC of this Volume-I. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

#### **23.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT**

23.1 The Contractor may, after informing the Engineer and getting his written approval, assign or sub-let the Contract or any part thereof other than for raw material, for minor details or for any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subjected to approval by the Engineer. The experience list of equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of Engineer, shall be void.

23.2 For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the Employer, the Contractor's purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendors' quality control organization, the relevant reference document/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the Purchase Order/Contract between the Contractor and the Vendor. Within three weeks of the release of the Purchase Orders/Contracts for such bought out items/components a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

#### **24.0 CHANGE OF QUANTITY**

24.1 During the execution of the Contract, the Employer reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms and conditions. Such variations unless otherwise specified in the accompanying General Conditions of Contract and/or technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to a percentage of the Contract price as specified in the General Conditions of Contract.

24.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, except as provided for in Clause 33.0 below. In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

## 25.0 **PACKING, FORWARDING AND SHIPMENT**

25.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

25.2 The Contractor shall notify the Employer of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Employer.

25.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Employer may require.

25.4 The following documents shall be sent by registered post to the Employer within three days from the date of shipment, to enable the Employer to make progressive payments to the Contractor:

Application for payment in the standard format of the Employer ( 3 copies)

In voice (6 copies)

Packing list (6 copies)

Pre-dispatch clearance certificate, if any ( 3 copies)

Test Certificate, wherever applicable ( 3 copies)

Insurance certificate (3 copies)

25.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site.

The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

## **26.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS.**

The Contractor shall agree to cooperate with the Employer's other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all-correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Employer in respect of such exchange of technical information.

## **27.0 NO WAIVER OF RIGHTS**

Neither the inspection by the Employer or the Engineer or any of their officials, employees, or agents nor any order by the Employer or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the Employer or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Employer or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

## **28.0 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF THE CONTRACTOR.**

No interim payment certificate of the Engineer, nor any sum paid on account by the Employer, nor any extension of time for execution of the works granted by the Engineer shall affect or prejudice the rights of the Employer against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Employer against the Contractor.

## **29.0 TRAINING OF EMPLOYER'S PERSONNEL**

29.1 The Contractor shall undertake to train, free of cost, five nos Engineering personnel selected and sent by the Employer at the works of the Contractor unless otherwise specified in the Technical Specifications. The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Employer. These Engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or in their Collaborator's works and where possible, in any other plant where equipment manufactured by the Contractor or his collaborator is under installation, operation, or testing to enable those personnel to become familiar with the equipment being furnished by the Contractor. The details of the number of persons to be trained, period of training, nature of training etc. shall be as outlined in accompanying Technical Specifications/ Special Conditions of Contract.

29.2 All traveling and living expenses for the Engineering personnel to be trained during the total period of training will be borne by the Employer. These Engineering personnel, while undergoing training, shall be responsible to the Contractor for discipline.

29.3 The Employer shall not be entitled for any rebate, whatsoever, on any account in the event of his failing to avail of the training facilities, for any reason.

### 30.0 **PROGRESS REPORTS AND PHOTOGRAPHS**

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer with such materials as, charts, net-works, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer and shall be submitted in at least three (3) copies and in the soft form (JPEG format).

### 31.0 **TAKING OVER**

Upon successful completion of all the tests to be performed at site on equipment furnished and erected by the Contractor, the Engineer shall issue to the Contractor a Taking Over Certificate as proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

## **C. CONTRACTOR SECURITY AND PAYMENTS**

### 32.0 **CONTRACT PERFORMANCE GUARANTEE**

The Contractor shall furnish Contract Performance Guarantee (s) for the proper fulfillment of the Contract in the prescribed form within thirty(30) days of "Notice of Award of Contract". The performance guarantee(s) shall be as per terms prescribed in Section INB, Conditions of Contract Vol.-I and/or Special Conditions of Contract.

### 33.0 **CONTRACT PRICE ADJUSTMENT.**

**As indicated in the tender document.**

### 34.0 **PAYMENT**

34.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Employer as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all works and on fulfillment by the Contractor of all his liabilities under the Contract.

### 34.2 **Currency of Payment**

All payments under the Contract shall be in Indian Rupees only.

### **34.3 Due Dates for Payments**

The initial advance amount shall be payable after fulfillment of all the conditions laid down in the Special Conditions of Contract, Clause 34.7.1 below and receipt of the Contractor's invoice along with all necessary supporting documents for such advance payment. The price component of the initial advance amount will become due for payment within thirty (30) days of receipt of the Contractor's invoice. Employer will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying Special Conditions of Contract. Progressive payments other than those under the letter of credit will become due and payable by the Employer within thirty (30) days of the date of receipt of Contractor's bill/invoice/debit note by the Employer provided the documents submitted are complete in all respects.

### **34.4 Payment Schedule**

The Contractor shall prepare and submit to the Engineer for approval, a break up of the Contract price. This Contract price break up shall be interlinked with the agreed detailed PERT network of the Contractor setting forth his starting and completion dates for the various key phases of works prepared as per conditions in clause 12.0 of this Section GCC of Volume-I. Any payment under the Contract shall be made only after the Contractor's price break up is approved by the Engineer. The aggregate sum of the Contractor's price break up shall be equal to the lump sum Contract price. A price break up over valuing those items of supply which will be shipped first will not be accepted.

### **34.5 Application for Payment –**

- 34.5.1 The Contractor shall submit application for the payment in the prescribed proforma of the Owner/OPTCL. Proforma for application for payment is enclosed as **Annexure-V** Volume-I.
- 34.5.2 Each such application shall state the amount claimed and shall set forth in detail, in the order of the Payment schedule, particulars of the works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.
- 34.5.3 Every interim payment certificate shall certify the Contract value of the works executed upto the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the engineer, does not comply with the Contract or has been performed, at the date of certificate prematurely.

### **34.6 Mode of Payment**

- 34.6.1 Payment due on dispatch of equipment shall be made by the Employer through Employer's Bank or directly to the Contractor as per the payment schedule.
- 34.6.2 The payment of the advance, test charges, if any, price adjustment, any other supply payment, taxes and duties (whenever admissible) inland transportation (including port

handling), insurance and the erection portion of the works shall be made direct to the Contractor by the Owner, OPTCL.

### **34.7 Terms of Payment**

The terms of payments for various activities under the Contract are as under.

#### **34.7.1 Ex-works Price and Erection**

The terms of payments for ex-works price components of the equipment/supply and erection are detailed in Special Conditions of Contract, for each equipment package. A certain percentages of the equipment/supply and erection costs of each package shall be paid as initial advance on fulfillment of the following by the Contractor.

##### **i) For ex-works price component of equipment/supply**

a) Acceptance of Letter of Award.

b) Submission of an unconditional Bank Guarantee from any bank listed at **Annexure-XI** covering the advance amount which shall be initially kept valid till 90 days after the schedule date for successful completion of commissioning. The proforma of Bank Guarantee for advance is enclosed as **Annexure-VI** of Vol.-I. The value of the Bank Guarantee for advance shall be allowed to be reduced every six months after the first running account bill/stage payment under the Contract if the validity of the bank guarantee is more than one year. The cumulative amount of reduction at any point of time shall not exceed 75% of the advance corresponding to the cumulative value of supplies & work completed as per a certificate to be issued by the Engineer-in-charge. It should be clearly understood that the reduction in the value of the advance Bank guarantee or other security as above shall not in any way dilute the Contractor's responsibilities and liabilities under the Contract including in respect of supplies/work for which the reduction in the value of the bank guarantee is allowed.

c) Submission of an unconditional bank guarantee towards Contract performance guarantee valid upto ninety(90) days after the end of the warranty period, in accordance with clause 41.0 of Section INB of this Vol.I.

d) Submission of a detailed PERT network/bar chart based on the work schedule stipulated in the Letter of Award and its approval by the Employer.

##### **ii) For Erection Component.**

a) On establishing his office at site preparatory to mobilization of his erection establishment, and

b) Submissions of an unconditional Bank Guarantee from any bank listed **Appendix-III**, which shall be initially kept valid till expiry of 3 months after the schedule date for successful completion of commissioning. The proforma of Bank Guarantee for advance is enclosed as **Annexure-VI** to this Volume-I.

34.7.2 All further payments under the Contract shall be made as stipulated in the Special Conditions of Contract after signing the Contract Agreement. The payments linked with the dispatch of materials shall only be made after production of all dispatch documents as

specified in conditions and/or in the relevant Contract conditions which will inter-alia include the Material Inspection Clearance Certificate (MICC) issued by the Employer's Corporate QA&I representative.

Progressive payments linked with erection shall only be made after the issue of certificates by the Engineer, one for the quantum of work completed and the order by the Engineer's Field qualify surveillance representative for the successful completion of quality check points involved in the quantum of work billed.

#### **34.7.3 Inland Transportation and Insurance.**

Inland transportation (including port handling) and inland insurance charges shall be paid to the Contractor on prorata to the value of the equipment received at site and on production of the invoices by the Contractor. However, wherever equipment wise inland transportation charges have been called for in the 'Bid Proposal Sheets' and have been furnished by the Contractor, the payment of inland transportation charges shall be made after receipt of equipment at site based on the charges thus identified by the Contractor in his Proposal and incorporated in the Contract. The aggregate of all such prorata payments shall however not exceeds the total amount quoted by the Bidder in his bid and incorporated in the Contract.

#### **34.7.4 Price adjustment/ Contract Variation.**

Any increase in Contract price due to price adjustment provision as per Clause 33.0 of this Section, shall be payable in the similar manner as provided in Clause 34.7.2 above except that price adjustment amount corresponding to advance payment, if any, stipulated shall be clubbed with then progressive payment of that equipment. Any reduction in Contract price as per price adjustment provision given in Clause 33.0 of this Section shall be effected by recovering 100% of the reduction amount (including the advance) from any of the Contractor's bills falling immediately due for payment.

The terms of payments for Contract variations in terms of Clause 22.0 and Sub-Clause 24.1 (if any) of this Section shall be the same as given above for price adjustment.

### **35.0 DEDUCTIONS FROM CONTRACT PRICE**

All costs, damages or expenses which the Employer may have paid, for which under the Contract Contractor is liable, will be claimed by the Employer.

## **D. SPARES.**

### **36.0 Spares.**

36.1 All the spares for the equipment under the contract will, strictly, conform to the specification and documents and will be identical to the corresponding main equipment/components supplied under the contract and shall be fully interchangeable.

36.2 All the mandatory spares covered under the contract shall be produced along with the main equipment as a continuous operation and the delivery of the spares will be affected along with the main equipment in a phased manner and the delivery would

be completed by the respective dates for the various categories of equipment as per the agreed network. In case of recommended spares the above will be applicable provided the order for the recommended spares has been placed with the contractor prior to commencement of manufacture of the main equipment.

- 36.3 The quality plan and the inspection requirement finalized for the main equipment will also be applicable for the corresponding spares.
- 36.4 The contractor will provide the owner with the manufacturing drawings, catalogues, assembly drawings and any other document required by the owner so as to enable the owner to identify the recommended spares. Such details will be furnished to the owner as soon as they are prepared but in any case not later than six months prior to commencement of manufacture of the corresponding main equipment.
- 36.5 The contractor will provide the owner with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the contract and will further ensure with his vendors that the owner, if so desires, will have the right to place order(s) for spares directly on them on mutually agreed terms based on offers of such vendors.
- 36.6 Warranty for spares

The contractor shall warrant that all spares supplied will be new and in accordance with contract documents and will be free from defects in design, materials and workmanship and shall further guarantee as under:

36.6.1 a) For any item of spares ordered or to be ordered by the owner for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the warranty will be 12 months from the scheduled date of commercial operation of the last unit of main equipment under the contract. In case of any failure in the original component/equipment due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the owner unless a joint examination and analysis by the owner and the contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same warranty as applicable to the replacement made for the defective original part/component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the contractor as soon as they have been replaced by the contractor.

b) For the item of spares ordered/to be ordered by the owner for 3 years operational requirement of the equipment, which with the written approval of the owner, are not manufactured as a continuous operation together with the manufacture of the corresponding main equipment/component, will be warranted for 6000 hrs. of trouble free operation if used within a period of 18 months (reckoned from the date of delivery at site). However, if such spare parts are put to use after 18 months of the delivery at site then the guarantee of such spares will stand valid till the expiry of 36 months from the scheduled date of the completion of commissioning of the last unit of equipment or 6000 hrs. of trouble free operation after such spares are put in service, whichever is earlier.



c) For long term requirement.

For items of spares that may be ordered by the owner to cover requirements beyond 3 years of initial operation of the plant, the warranty will be till the expiry of 6000 hrs. of trouble free operation if used within a period of 18 months from the date of delivery at site. For items of spares that may be used after 18 months from the date of delivery at site, the warranty period will be 12 months from the date they are put to use or 6000 hrs. of trouble free operation, whichever is earlier.

36.6.2 The warranty of spares that are not used within 18 months from the respective dates of the delivery at site covered in Para (b) & (c) above will, however, be subject to the condition that all such spares have been stored/maintained/preserved in accordance with contractor's standard recommended practice, if any, and the same have been furnished to the owner.

36.7 To enable the owner to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment in addition to necessary technical details catalogue and such other information brought out here-in-above, the contractor will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the price quoted by the contractor to the owner are not higher than those charged by them from other customers in the same period.

36.8 In addition to the spares recommended by the contractor, if the owner further identifies certain particular items of spares, the contractor will submit the prices and delivery quotations for such spares within 30 days of receipt of such request with validity period for 6 months for consideration by the owner and placement of order for additional spares if owner so desires.

36.9 The contractor shall guarantee the long term availability of spares to the owner for the full life of the equipment covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment, he shall give the owner at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to Sub-Contractor of any spares by the contractor or his Sub-Contractors. Further, in case of discontinuance of manufacture of any spares by the contractor or his Sub-Contractors, the contractor will provide the owner, two years in advance, full manufacturing drawings, material specifications and technical information required by the owner for the purpose of manufacture of such items.

36.10 Further in case of discontinuance of supply of spares by the contractor or his Sub-Contractors, the Contractor will provide the Owner with full information for replacement of such spares with other equivalent makes, if so required by the Owner.

36.11 The prices of all future requirements of items of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by owner as part of mandatory spares or recommended spares. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main contract excepting that the base indices will be counted from the scheduled date of successful completion of trial operation of the last equipment under the main project and there will be no ceiling on the amount of variation in

the prices. The above option for procuring future long term requirement of spares by the owner shall remain valid for a period of 5 years from successful completion of commissioning of last unit of equipment.

36.12 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with above sub-clause. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

36.13 In case the contractor fails to supply the mandatory, recommended or long term spares in accordance with the terms stipulated above, the owner shall be entitled to purchase the same from alternate sources at the risk and the cost of the contractor and recover from the contractor, the excess amount paid by the owner over the rates worked out on the above basis. In the event of such risk purchase by the owner, the purchases will be as per the works and procurement policy of the owner prevalent at the time of such purchases and the owner at his option may include a representative of the contractor in finalizing the purchases.

36.14 It is expressly understood that the final settlement between the parties in terms of the relevant clauses of the Bidding Documents shall not relieve the contractor of any of his obligations under the provision of long term availability of spares unless otherwise discharged in writing by the owner.

## **E. RISK DISTRIBUTION**

### **37.0 TRANSFER OF TITLE**

37.1 Transfer of title in respect of equipment and materials supplied by the Contractor to OPTCL pursuant to the terms of the Contract shall pass on to OPTCL with negotiation of dispatch documents.

37.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

37.3 This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled "Insurance" of this Section.

### **38.0 INSURANCE.**

38.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interests of the Employer against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Employer. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his Contractual

responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Employer and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

38.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Employer with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Employer immediately after such insurance coverage. The Contractor shall also inform the Employer in writing at least sixty(60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure re validation, renewal etc. as may be necessary well in time.

38.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds etc. The scope of such insurance shall be adequate to cover the replacement/ reinstatement cost of the equipment for all risks upto and including delivery of goods and other costs till the equipment is delivered at site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

38.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract price. However, the Employer may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.

38.5 The clause entitled 'insurance' under the section ECC of this Vol.I, covers the additional insurance requirements for the portion of the works to be performed at the site.

### **39.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

Under the Contract, the Contractor shall be responsible for loss or damage to the plant and personnel until the successful completion of commissioning as defined else where in the Bid Document.

### **40.0 DELAYS BY EMPLOYER OR HIS AUTHORISED AGENTS.**

40.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Employer or his authorized agents, then the Contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the Employer has caused delay in the Contractor's performance of the Contract.

Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

40.2 In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in cost. The Employer shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

#### **41.0 DEMURRAGE, WHARFAGE ETC.**

All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

#### **42.0 FORCE MAJEURE**

42.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Employer as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

42.2 The Contractor or the Employer shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

#### **43.0 SUSPENSION OF WORK**

43.1 The Employer reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

43.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Employer, provided such costs are substantiated to the satisfaction of the Engineer. The Employer shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his sub-Contractor.

#### **44.0 CONTRACTOR'S DEFAULT**

44.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Employer may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Employer shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Employer shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-Contract with any other person or persons to complete the works or any part thereof and in that event the Employer shall have free use of all Contractors equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Employer shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

44.2 In addition, such action by the Employer as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 14.0 of this Section.

44.3 Such action by the Employer as aforesaid termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

#### **45.0 TERMINATION OF CONTRACT ON EMPLOYER'S INITIATIVE**

45.1 The Employer reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Employer shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.

45.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Employer, stop all further sub-contracting or purchasing activity related to

the work terminated, and assist Employer in maintenance, protection, and disposition of the works acquired under the Contract by the Employer.

In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

45.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Employer shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Employer that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

#### **46.0 FRUSTRATION OF CONTRACT**

46.1 In the event of frustration of the Contract because of supervening impossibility in terms of section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 45.3 below.

46.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Employer) and/or Contractor then the works under the Contract shall be suspended.

Furthermore, if the Employer is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

46.3 In the event referred to in sub-clauses 45.1 and 45.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on "Quantum merit" basis which shall be determined by mutual agreement between the parties.

#### **47.0 GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor of his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Employer, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Employer resulting from any cancellation. The Employer shall then

be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

## **F. RESOLUTION OF DISPUTES**

### **48.0 SETTLEMENT OF DISPUTES**

48.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

48.2 If any dispute or difference of any kind, whatsoever, shall arise between the Employer and the Contractor arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the Contractor.

48.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Employer requires arbitration as hereinafter provided or not.

48.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

48.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Employer or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

### **49.0 ARBITRATION**

49.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

49.1.1 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

49.1.2 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be Bhubaneswar.

49.2 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

49.3 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

49.4 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

49.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

#### **50.0 RECONCILIATION OF ACCOUNTS**

50.1 The Contractor shall prepare and submit every six months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with the Employer. The Contractor shall also prepare and submit a detailed account of Employer Issue materials received and utilized by him for reconciliation purpose in a format to be discussed and finalized with the Employer before the award of Contract.

#### **51.0 HIGH COURT OF ODISHA.**

51.1 All othe disputes shall come under High Court Of Odisha.

**END OF SECTION – GCC**



**SECTION**  
**ERECTION CONDITIONS OF**  
**CONTRACT**

## **ERECTION CONDITIONS OF CONTRACT**

### **1.0 GENERAL**

1.1 The following shall supplement the conditions already contained in other parts of these specifications and document and shall govern the portion of the work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

### **2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES**

2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of Odisha and Govt. of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor. The contractor shall indemnify the employer against any or all such claim.

2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by the Employer, shall be to the account of the Employer. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

### **3.0 EMPLOYER'S LIEN ON EQUIPMENT**

The Employer shall have lien on all equipment including those of the Contractor brought to the Site for the purpose of erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Employer shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.

### **4.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES**

The provisions of the clause entitled Inspection, Testing and Inspection Certificates under Construction of S/S bay extension and Transmission Line at Laxmipur in State of Odisha Technical Specifications, Section-GTC shall also be applicable to the erection portion of the Works. The Engineer shall have the right to re-inspect any equipment though previously inspected and approved by him at the Contractor's works, before and after the same are erected at Site. If by the above inspection, the Engineer rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the Engineer, free of cost. Such replacement will also include the replacements or re-execution of such of those works of other Contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.

### **5.0 ACCESS TO SITE AND WORKS ON SITE**

5.1 Suitable access to and possession of the Site shall be afforded to the Contractor by the Employer in reasonable time.

5.2 The Employer shall have the necessary foundations to be provided by him ready, as per the agreed schedule for the execution of the individual phases of works

5.3 The works so far as it is carried out on the Employer's premises, shall be carried out at such time as the Employer may approve and the Employer shall give the Contractor reasonable facilities for carrying out the works.

5.4 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

#### 6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

The Contractor shall establish a Site Office at the site and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorised representative, shall be communicated to the said authorised resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

#### 7.0 CO-OPERATION WITH OTHER CONTRACTORS

7.1 The Contractor shall co-operate with all other Contractors or tradesmen of the Employer, who may be performing other works on behalf of the Employer and the workmen who may be employed by the Employer and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any Construction of S/S and Transmission Line at various location in State of Odisha injury or damage that may be sustained by the employees of the other Contractors and the Employer, due to the Contractor's work shall promptly be made good at the Contractor's own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the Employer in regard to their work. If the work of the Contractor is delayed because of any acts of omission of another Contractor, the Contractor shall have no claim against the Employer on that account other than an extension of time for completing his Works.

7.2 The Engineer shall be notified promptly by the Contractor of any defects in the other Contractor's works that could affect the Contractor's Works. The Engineer shall determine the corrective measures, if any, required to rectify this situation after inspection of the works and such decision by the Engineer shall be binding on the Contractor.

#### 8.0 DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconducted himself or is incompetent or negligent or other-wise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

#### 9.0 CONTRACTOR'S FIELD OPERATION

9.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans

and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibility ties towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Employer or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such

plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

9.2 The Contractor shall have the complete responsibility for the conditions of the Work-site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in, on or near the Work-Site, and their adequacy or otherwise.

#### 10.0 PHOTOGRAPHS AND PROGRESS REPORT

10.1 The Contractor shall furnish three (3) prints each to the Engineer of progress photographs of the work done at Site. Photographs shall be taken as and when indicated by the Engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of the photograph.

10.2 The above photographs shall accompany the monthly progress report detailing-out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

#### 11.0 MAN-POWER REPORT

11.1 The Contractor shall submit to the Engineer, on the first day of every month, a man hours schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

11.2 The Contractor shall also submit to the Engineer, on the first day of every month, a man- power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

#### 12.0 PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Employer or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings, should any such damage to the Contractor's works occur because of any other party not being under his supervision or control. The Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's works, the same shall be resolved as per the provisions of the Clause 7.0 above entitled "Cooperation with other Contractors". The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

## 13.0 EMPLOYMENT OF LABOUR

13.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.

13.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

13.3 The hours of work on the Site shall be decided by the Employer and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day-Monday through Saturday.

13.4 The Contractor's employees shall wear identification badges while on work at Site. In case the Employer becomes liable to pay any wages or dues to Labour or

13.5 any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Employer may make such payment and shall recover the same from the Contractor's bills.

### 13.6 Compliance with Labour Regulations

13.6.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there-under, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

13.6.2 The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, or notifications including amendments.

13.6.3 If the Employer is caused to pay under any law as Principal Employer such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/Byelaws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Employer including his amount of performance security for adjusting the aforesaid payment. The Employer shall also have right to Construction of S/S and Transmission Line at various location in State of Odisha recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

13.6.4 Salient features of some major laws applicable to establishments engaged in building and other construction works:

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on

satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year service. The Act is applicable to all establishments employing 10 or more employees.

c) Employee P.F. and Miscellaneous Provision Act 1952: The Act provides for more contribution by the Employer plus workers @ 10% or 8.33%. The benefits under these are :

i) Pension or family pension on retirement or death, as the case may be.

ii) Deposit linked insurance on death in harness of the worker.

iii) Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951: The Act provides for leave and some other benefit for women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certification of Registration and the Contractor is required to take license from the designated Officer. Act applicable to the establishments or contractor of Principal Employer if they employ 20 or more contract labour.

f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Govt. as per provision of the Act if the employment is scheduled employment.

g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfer, training and promotions etc.

(i) Payment of Bonds Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus is to be paid to employees getting Rs. 2500 per month or above upto Rs. 3500/- per month shall be worked out by taking wages of Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

(j) Industrial Dispute Act 1947: The act lays down the machinery and procedure for resolution of industrial disputes, in what situations as strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) Industrial Employment (Standing Orders) act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

(l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade; Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in building and Construction Industry.

(n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as; housing, medical aid, traveling expenses from home upto the establishment and back, etc.

(o) The Building and Other Construction Workers (Regulation of Employment and conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building Construction of S/S and Transmission Line at various location in State of Odisha or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

#### 14.0 FACILITIES TO BE PROVIDED BY THE EMPLOYER

##### 14.1 Space Land for Contractor's Office, Store, Workshop etc.

a) The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc. for execution of the Contract. Any construction of temporary roads, offices, work-shop, etc. as per plan approved by the Engineer shall be done by the Contractor at his cost.

b) On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The Contractor shall be made liable to pay for the use and occupation at the rates to be determined by the Engineer if the Contractor over stays in the land after the Contract is completed.

##### 14.2 Electricity Power supply

Where power supply is available with the Employer for construction purpose the same will be provided at the job site at one point of the distribution system as may be decided by Engineer free of charge for consumption in works. Electricity furnished will be 440 volts, 3 phase, 50 cycles and 230 volts, 1 phase, 50 cycles. Each Contractor shall provide and install all necessary transformers, switchgear, wiring fixtures, bulbs and other temporary

Construction of S/S and Transmission Line at various location in State of Odisha equipment for further distribution and utilisation of energy for power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractor's labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of Distribution Companies as prevalent for that area at the time of award of work the supply may be withdrawn if the power is used for purposes other than for the work of the project and the Contractor shall not be entitled to any claim whatsoever on account of any such action taken by the Engineer.

#### 14.3 Water

Free supply of water will be made available for the construction purpose wherever water is available and the same shall be given at an agreed single point at the Site. Any further distribution will be the responsibility of the Contractor. Free drinking water if available will also be provided at one agreed point in the Site. Further distribution either to his labour colony or his work Site or to his office shall be the responsibility of the Contractor.

### 15.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

#### 15.1 Tools, tackles and scaffolding

The Contractor shall provide all the construction equipment; tools, tackles and scaffolding required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of pre-assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

#### 15.2 Communication

The contractor will make his own arrangement for all his communication needs such as telephone, telex, fax, etc. at the site and residential area. Employer will assist in getting the above facility, in case he finds a any difficulty.

#### 15.3 First-aid

15.3.1 The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.

15.3.2 The contractor will arrange, in case of any emergency, the services of an ambulance for transportation to the nearest hospital. Employer will assist in getting above facility, in case he finds any difficulty.

#### 15.4 Cleanliness

15.4.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed off in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a



suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.4.2 Similarly the labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer. Proper sanitary arrangement shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

#### 16.0 LINES AND GRADES

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

#### 17.0 FIRE PROTECTION

17.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable materials before moving into the construction or storage area.

17.2 Similarly, corrugated paper fabricated cartons etc. will not be permitted in the construction area either storage or for handling of materials. All such materials used shall be Construction of S/S and Transmission Line at various location in State of Odisha of waterproof and flame resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

17.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained

for fire fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

17.4 The Contractor shall provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times.

#### 18.0 SECURITY

The Contractor shall have total responsibility for all equipment and materials in his custody/ stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall

make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Engineer in the prescribed manner.

#### 19.0 CONTRACTOR'S AREA LIMITS

The Engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

#### 20.0 CONTRACTOR'S CO-OPERATION WITH THE EMPLOYER

In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the Employer, such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. The Engineer may impose such restrictions on the facilities provided to the Contractor such as electricity, water, etc. as he may think fit in the interest of the Employer and the Contractor shall strictly adhere to such restrictions and co-operate with the Engineer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in the document and specifications.

#### 21.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses in Technical Specifications, Section GTC. The contractor shall furnish a list of all commissioning spares within 60 days from the date of letter of award and such list shall be reviewed by the employer and agreed to. However such review and agreement will not absolve the contractor of his responsibilities to supply all commissioning spares so that initial operation do not suffer for want of commissioning spares. The Contractor shall provide, in addition, test instruments, calibrating devices, etc and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such trials. The cost on account of all above shall be deemed to be included in the scope of the contractor at no extra cost to the employer. These spares will be received and stored by the contractor at least three month the schedule date of commencement of trial operation of the respective equipment/ system utilized as and when required. The utilized spares and replaced parts, if any, at the end of successful completion of performance and guarantee test shall be the property of the contractor and he will be allowed to take these parts back at his own cost with the permission of Engineer.

## 22.0 MATERIALS HANDLING AND STORAGE

22.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.

22.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc, for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/ or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.

22.3 The Contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.

22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.

22.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.

22.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Engineer.

22.7 The Contractor shall ensure that all the packing materials and protection devices, used for various equipment during transit and storage, are removed before the equipment are installed.

22.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

22.9 All the materials stored in the open or dusty location must be covered with suitable weather proof and flame proof covering material wherever applicable.

22.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.

22.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc shall be stored in the closed storage space. The Engineer, in addition, may direct the Construction of S/S and Transmission Line at various location in State of Odisha ,contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

## 23.0 CONSTRUCTION MANAGEMENT

23.1 The field activities of the Contractors working at Site, will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and the tradesmen of the Employer regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.

23.2 The Engineer shall hold weekly meetings of all the Contractors working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.

### 23.3

Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

23.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors as set out earlier.

## 24.0 FIELD OFFICE RECORDS

The Contractor shall maintain at his Site office up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, and supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

## 25.0 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

25.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Employer, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

25.2 The Employer shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Employer shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

25.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose off such materials as detailed under Clause 25.2 above and credit the proceeds thereto to the account of the Contractor.

## 26.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

26.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Employer and the employees of other Contractors and Sub-Contractors and all public and private property including structures, building, other plants and equipment and utility either above or below the ground.

26.2 The Contractor will ensure provision of necessary safety equipment such as barriers, signboards, warning lights and alarms, etc. to provide adequate protections to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer and the Employer of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all Construction of S/S and Transmission Line at various location in State of Odisha necessary arrangements with such Employers, related to removal and/ or replacement or protection of such property and utilities.

## 27.0 PAINTING

All exposed metal parts of the equipment including piping, structures, railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, grease, oil and other foreign materials by wire brushing, scraping or sand blasting and the same being inspected and approved by the Engineer for painting. Afterward, the above parts shall be finished painted

with two coats of allowed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and shall be of the colour as approved by the Engineer.

## 28.0 INSURANCE

28.1 In addition to the conditions covered under the Clause entitled 'Insurance' in General Terms and Conditions of Contract of this Volume-I, the following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing Works.

### 28.2 Workmen's Compensation Insurance

The contractor will be responsible for taking out workmen compensation insurance. This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

|                        |   |                             |
|------------------------|---|-----------------------------|
| Workmen's Compensation | : | As per statutory Provisions |
| Employee's liability   | : | As per statutory Provisions |

### 28.3 Comprehensive Automobile Insurance

The contractor will be responsible for taking out comprehensive vehicle insurance. This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Employer's men and damage to the property of others arising from the use of motor vehicles during, on or off the Site operations, irrespective of the Employer ship of such vehicles. The liability covered shall be as herein indicated:

|                 |   |                            |
|-----------------|---|----------------------------|
| Fatal Injury    | : | Rs.100,000 each person     |
|                 |   | Rs.200,000 each occurrence |
| Property Damage | : | Rs.100,000 each occurrence |

### 28.4 Comprehensive General Liability Insurance

28.4.1 The contractor will be responsible for taking out comprehensive general liability insurance. The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled 'Defence of Suits' under General Terms and Conditions of Contract of this Volume-I.

28.4.2 The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.

28.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

#### 29.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule. Construction of S/S and Transmission Line at various location in State of Odisha

#### 30.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer or by the

Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

#### 31.0 WORK & SAFETY REGULATIONS

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

31.2 The Contractor will notify well in advance to the Engineer of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Employer and the Employer shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Engineer's instructions. Further, any such decision of the Engineer shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer without any cost implication to the Employer or extension of work schedule.

31.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such

provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual Construction of S/S and Transmission Line at various location in State of Odisha published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

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

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

31.6 The Contractor shall be fully responsible for the safe storage of his and his Sub-Contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by the Contractor.

31.7 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

31.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.

31.9 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffolding etc. The scaffolding shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only, shall be used by the Contractor.

31.10 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Employer or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Employer to handle such fuses, wiring or electrical equipment

31.11 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Employer, he shall:

- a) Satisfy the Engineer that the appliance is in good working condition;
- b) Inform the Engineer of the maximum current rating, voltage and phases of the



appliances;

- c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

31.12 The Engineer will not grant permission to connect until he is satisfied that;

- a) The appliance is in good condition and is fitted with suitable plug;
- b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

31.13 No electric cable in use by the Contractor/Employer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

31.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.

31.15 The Contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installation.

31.16 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-Contractors, the Sub-Contractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose. The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Engineer with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

31.17 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

31.18 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

31.19 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in clause 31.18 above and the period of such stoppage

of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

31.20 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

Safety Rules

a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner. b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.

c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.

d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.

e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.

f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

g) The staircases and passageways shall be adequately lighted.

h) The employees when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.

i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.

j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

k) In case of rock excavation, blasting shall invariably be done through licensed blaster and other precautions during blasting and storage/transport of charge material shall be observed strictly.

31.21 The Contractor shall follow and comply with the Employer's Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and Employer's Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

31.22 If the Contractor fails in providing safe working environment as per Employer's Safety Rules or continues the work even after being instructed to stop work by the Engineer as provided in clause 31.18 above, the Contractor shall promptly pay to the Employer, on demand by the Employer, compensation at the rate of Rs.5, 000/- per day of part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident taking place, causing injury to any individual, the provisions contained in clause 31.23 shall also apply in addition to compensation mentioned in this clause.

31.23 If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors or Employer's employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to the Employer as per the following schedule:

- |    |  |                           |
|----|--|---------------------------|
| a) | Fatal injury or accident causing death   | Rs. 1,00,000/- per person |
| b) | Major injuries or accident causing 25% or more permanent disablement to Workmen or employees | Rs. 20,000/- per person   |
- (These are applicable for death / injury to any person, whatsoever)

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Employer is made to pay such compensation then the Contractor is liable to reimburse the Employer such amount in addition to the compensation indicated above.

31.24 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the Employer and no accident occurs then the Employer may consider the performance of the Contractor and award suitable 'ACCIDENT FREE SAFETY MERITORIOUS AWARD' as per scheme as may be announced separately from time to time.

### 32.0 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

### 33.0 FOUNDATION DRESSING & GROUTING

33.1 The surfaces of foundation shall be dressed to bring the top surface of the foundation to the required level, prior to placement of equipment/equipment bases on the foundation.

33.2 All the equipment bases and structural steel base plates shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.

33.3 The concrete foundation surfaces shall be properly prepared by chipping and/or grinding as required to bring the type of such foundation to the required level to provide the necessary roughness for bondage and to ensure enough bearing strength. All laitance and surface film shall be removed and cleaned.

#### 33.4 Grouting Mix

The grouting mixture shall be composed of Portland cement, sand and water. The Portland cement(OPC-43) to be used shall conform to ISI No.269 or equivalent. Sand shall conform to ISI No.383/2386 or equivalent. The grout proportions for flat bases where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required

quantity of water shall be added so as to make the mix quaky and flow able and the mix shall not show excess water on top when it is being puddled in place. For thicker grout beds upto 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are hollow and are to be filled full of grouting shall be filled to a level of 25 mm above the outside rim with a mortar mix in the volumetric proportion of one part of cement and 1.5 part sand and 1.5 part 6 mm granite gravel. An acceptable plasticiser may be added to the grout mixes in a proportion recommended by the plasticiser's manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.

### 33.5 Placing of Grout

33.5.1 After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to push the grout into every part of the space under the base.

33.5.2 The grout shall be poured either through grout holes provided or shall be poured at one side or at two adjacent sides giving it a pressure head to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

### 33.6 Finishing of the Edges of the Grout

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout, which extends beyond the edges of the structural or equipment base plates shall be cut off, flushed and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

### 33.7 Checking of Equipment after Grouting

After the grout is set and cured, the Contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearings, pedestals, centering of rotors with respect to their sealing bores, couplings etc. as applicable and the like items to ensure that no displacement has taken place during grouting. The values recorded prior to grouting shall be used during such post grouting checkup and verification. Such pre and post grout records of alignment details shall be maintained by the Contractor in a manner acceptable to the Engineer.

### 34.0 SHAFT ALIGNMENTS

All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect an accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid overheating of bearings or other conditions, which may tend to shorten the life of the equipment. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.

### 35.0 DOWELLING

All the motors and other equipment shall be suitably dowelled after alignment of shafts with tapered machined dowels as per the direction of the Engineer.

### 36.0 CHECK OUT OF CONTROL SYSTEMS

After completion of wiring, cabling furnished under separate specification and laid and terminated by the Employer, the Contractor shall check out the operation of all control system for the equipment furnished and installed under these specifications and documents.

### 37.0 CABLING

37.1 All cables shall be supported by conduits or cable trays run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surface with right angle turn made of symmetrical bends for fittings. When cables are run on cable trays, they shall be clamped at minimum intervals of 2000 mm or otherwise as directed by the Engineer.

37.2 Each cable, whether power or control, shall be provided with a metallic or plastic tag of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the Contractor), at every 5 metre run or part thereof and at both ends of the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.

37.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15 D where D is the overall diameter of the cable. Installation of other cables like high voltage, coaxial, screened compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Wherever cables cross roads and water, oils, sewage or gas lines, special care should be taken for the protection of the cables in designing the cables channels.

37.4 In each cable run some extra length shall be kept at a suitable point to enable one or two straight through joints to be made, should the cable develop fault at a later date.

37.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to Engineer's approval. Multi-core control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall be left on the cable, as far as possible, to the point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly, but not tightly, tied utilizing plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be securely and evenly cut.

37.6 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably be terminated in Elmex terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to over pass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

**END OF SECTION – ECC  
VOLUME –IA**

## **SECTION : ANNEX.**

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# ANNEXURE –I

## PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be Stamped in accordance with Stamp Act)

The Non-Judicial Stamp Paper should be in the name of Issuing Bank

Ref No:- .....

Bank Guarantee No. ....

Date:- .....

To,

The Senior General Manager (Central Procurement Cell),  
Odisha Power Transmission Corporation Ltd.  
Janpath, Bhubaneswar -751022 .

**BG Amount:**

**Claim Period:**

**Validity Period**

Dear Sirs,

In according with invitation to Bid No..... Dated .....Of  
ODISHA POWER TRANSMISSION CORPORATION Limited [OPTCL] (hereinafter  
referred to as the OPTCL) for the purpose of .....  
..... Messers

Address .....

.....  
Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of  
Rs..... [ Rupees ----- valid for a  
period of .....) is required to be submitted by the tenderer, as per Tender  
Specification. We the \_\_\_\_\_ ) [indicate the name of the bank]  
[hereinafter referred to as “Bank”] at the request of Ms/  
Shri..... [hereinafter referred to as “Supplier(s)” do hereby  
unequivocally and unconditionally guarantee and undertake to pay during the above said  
period on written request by the Sr. General Manager [CPC] ODISHA POWER  
TRANSMISSION CORPORATION Ltd. an amount not exceeding Rs.....  
to the OPTCL., without any reservation. The guarantee would remain valid upto 04.00 PM of  
\_\_\_\_\_ [date] and if any further extension to this is required, the same will be  
extended on receiving instruction from the O.P.T.C.L., on whose behalf this guarantee has  
been issued.

2. We, the \_\_\_\_\_ do hereby further undertake [indicate the  
name of the Bank] to pay the amounts due and payable under this guarantee without any  
demur, merely on a demand from OPTCL stating that the amount claimed is due by way  
of loss or damage caused to or would caused to or suffered by OPTCL by reason of any  
breach by the said Supplier (s) of any of the terms or conditions and failure to perform



said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the contractor(s) in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Supplier(s) shall have no claim against us for making such payment.
4. We, the \_\_\_\_\_ further agree that the guarantee [indicate the name of the Bank] herein contained shall remain in full force and effect during the aforesaid period of \_\_\_\_\_ days \_\_\_\_\_ [in figures] \_\_\_\_\_ [in words] (as per Tender Specification) and it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till ODISHA POWER TRANSMISSION CORPORATION Ltd. Certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We the \_\_\_\_\_ [indicate the name of the Bank] further agree with the OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Supplier (s) from time to time or to postpone for any time or from time to time only of the powers exercisable by the OPTCL against the said Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason or any such variation postponement or extension granted to the Supplier (s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank of the ‘Supplier (s).
7. We \_\_\_\_\_ [indicate the name of Bank] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing .
8. We, the \_\_\_\_\_ Bank further agree that this guarantee shall also be invocable at our place of business at -----, Branch of **Bhubaneswar** in the State of Odisha.  
“Notwithstanding anything contained herein”
  - a) Our liability under the bank guarantee shall not exceed Rs.------(in words Rupees-----).
  - b) This Bank guarantee shall be valid up to -----.
  - c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at -----, Branch of Bhubaneswar in the state of Odisha a written claim or demand on or before------(date of expiry of guarantee).

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_  
For \_\_\_\_\_ [Indicate name of Bank]  
Signature .....  
Full name .....  
Designation .....  
Power of Attorney No. ....  
Stamp .....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

(1)  
Signature .....  
Full name .....

(2)  
Signature .....  
Full name .....

# ANNEXURE –II

## PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE FOR SUPPLY/ERECTION (CPG)

(To be stamped in accordance with Stamp Act)

Ref No:- .....

Bank Guarantee No. ....

Date:- .....

39. Name of the Contract:

40. NOA No. & Date:

To,

Odisha Power Transmission Corporation Ltd.  
Janpath, Bhubaneswar -751022 .

1. In consideration of the Chairman & Managing Director/ Managing Director, ODISHA POWER TRANSMISSION CORPORATION Ltd. (hereinafter called "OPTCL") having agreed to exempt M/s ..... (hereinafter called the said contractors" from the demand under the terms and conditions of tender specification (Specification No.: \_\_\_\_\_ & Notification of Award (NOA) No. \_\_\_\_\_ Dated \_\_\_\_\_) for construction of \_\_\_\_\_, towards the security deposit for SUPPLY/ERECTION for satisfactory performance of materials/workmanship (as detailed in the said Notification of Award & Tender specification) and for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said NOA & Tender Specification on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only, we \_\_\_\_\_ ( \_\_\_\_\_ [Indicate bank] bank (hereinafter referred to as "the bank") at the request of \_\_\_\_\_ contractor(s) do hereby undertake to pay to OPTCL, an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or would be caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said tender specification.

2. We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due [indicate the name of the Bank] and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said tender specification or by reasons of the contractor(s)

**NOTE FOR TENDERERS:** [Not to be typed in the Bank Guarantee]

To be furnished in on-judicial stamp paper of Rs.100/- or  
Applicable as per ODISHA Stamp Duty Act from any  
Nationalized / Scheduled Bank.

3. We, the \_\_\_\_\_ do hereby further undertake to pay the [indicate the name of the Bank] amounts due and payable under this guarantee without any demur, merely on demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions and failure to perform said Bid. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
4. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. We, the \_\_\_\_\_ further agree that the guarantee herein [indicate the name of the bank] contained shall remain in full force and effect during the aforesaid period of \_\_\_\_\_ days \_\_\_\_\_ and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharges or till Chairman and Managing Director, ODISHA POWER TRANSMISSION CORPORATION Limited certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
6. We, the \_\_\_\_\_ further agree with the Board that OPTCL [indicate the name of the bank] shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time only of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank of the contractor(s).
- 24.0 We \_\_\_\_\_ lastly undertake not to revoke this guarantee [indicate the name of the bank] during its currency except with the previous consent of OPTCL in writing.
- 25.0 We, the \_\_\_\_\_ Bank------(Branch at Bhubaneswar) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** in the State of Odisha.

“Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(in words Rupees-----).

b) This Bank guarantee shall be valid up to -----.

c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at -----, Branch of Bhubaneswar in the state of Odisha a written claim or demand on or before------(date of expiry of guarantee).

Dated, the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_ [indicate name of Bank]

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

1.

2.

NB:-

1. Contractor shall furnish two nos separate CPG for Supply and Erection portion.

2. Strikeout the portion which are not required.

# ANNEXURE-III

## PROFORMA OF EXTENSION OF BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref No:- ..... Date:- .....

To,

Odisha Power Transmission Corporation Ltd.

Janpath, Bhubaneswar -751022 .

Dear Sirs,

**Sub: Extension of Bank Guarantee No. ....for Rs. ....  
favouring yourselves, expiring on .....on account of  
M/s. .... in respect of Contract No.  
..... dated ..... (hereinafter called original Bank  
Guarantee).**

At the request of M/s. ...., we..... Bank,  
branch office at .....and having its Head Office at ..... do  
hereby extend our liability under the above mentioned Guarantee No. .... Dated  
.....for a further period of .....years / months from  
..... To expire on .....Except as provided above, all other  
terms and conditions of the original Bank Guarantee No. .... dated  
..... Shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be  
attached.

Yours Faithfully,

For .....

Manager / Agent / Accountant

Power of Attorney No. ....

Dated .....**SEAL OF BANK**

**NOTE :** The non-judicial stamp paper of appropriate value shall be purchased in the name  
of the Bank which has issued the Bank Guarantee.

# ANNEXURE-IV

## PROFORMA OF LETTER OF UNDERTAKING.

(To be submitted by the Bidder along with his Bid)

(To be executed on non-judicial stamp paper of requisite value)

Ref .....

Date.....

To  
Odisha Power Transmission Corporation Ltd.  
Janpath, Bhubaneswar.

Dear Sir,

1. I\*/We\* have read and examined the following bid documents relating to the .....(full scope of work)
2.
  - a) Notice Inviting Tender.
  - b) Conditions of Contract (Non-IDA-Supply-cum-Erection containing Sections “Invitation to Bid (INV)”, Instructions to Bidders (INB) and “Erection Conditions of Contract (ECC)”.
  - c) Special Conditions of Contract along with Annexure..... to .....
  - d) Drawing Nos. ....
  - e) Technical Specification.
2. I\*/We\* hereby submit our Bid and undertake to keep our Bid valid for a period of Eight (8) calendar months from the date of bid i.e. upto.....I\*/We\* hereby further undertake that during the said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of .....\*\*\* agreeing to open my/our\* Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause entitled “Award of Contract”, Section-INB, Conditions of Contract in the Bid Documents. Should this Bid accepted, I\*/We\* also agree to abide by and fulfill at the terms & conditions of provision of the above mentioned bid documents.

Signature along with Seal of Company

.....

(Duly authorized to to sign the Bid on behalf of the Contractor)

Name  
.....

Designation.....  
..

Name of Company  
.....

(in Block Letters)

WITNESS:

Signature.....

Date .....

Name & Address.....

.....

Date & Postal Address  
.....

.....

Telephone No.....

Fax No.....

- Strike out whichever is not applicable.



# ANNEXURE-V

## PROFORMA OF APPLICATION FOR PAYMENT

Project :  
Equipment package : Date :  
Name of Contractor : Contract No. :  
Contract Value : Contract Name :  
Unit Reference : Application  
Serial Number :

To  
.....\*\*\*,  
.....,

Dear Sir,

## APPLICATION FOR PAYMET

1. Pursuant to the above referred Contract dated ..... the undersigned hereby applies for payment of the sum of ..... (specify amount and currency in which claim is made).
2. The above amount is on account of : [TICK (O) whichever is applicable]
  - Initial advance (Schedule \$\$)
  - Interim payment as advance (Schedule \$\$)
  - Progressive payment against dispatch of equipment (Schedule \$\$)
  - Progressive payment against receipt of equipment at site (Schedule \$\$)
  - Progressive payment against Erection (Schedule \$\$)
  - Ocean freight & marine insurance (Schedule \$\$)
  - Inland transportation (Schedule \$\$)
  - Inland insurance
  - Price adjustment
  - Extra work not specified in Contract  
(Ref. Contract change Order No. ....)
  - Other (specify)
  - Final payment (Schedule \$\$)As detailed in the attached Schedule (s) which form an integral part of this application.

3. The payment claimed is as per item (s) No (s) ..... of the payment schedule annexed to the above mentioned Contract.

4. The application consists of this page, a summary of claim statement (Schedule \$\$), and the following signed schedule.

1. ....

2. ....

3. ....

The following documents are also enclosed

1. ....

2. ....

3. ....

Signature of Contractor /  
Authorised Signatory

Application for payment will be made to 'Engineer' to be designated for this purpose at the time of award of the Contract,

\$\$ Proforma for the Schedule will be mutually discussed and agreed to during the finalization of the Contract Agreement

# ANNEXURE-VI

## PROFORMA BANK GUARANTEE FOR ADVANCE PAYMENT (To be stamped in accordance with Stamp Act)

## PROFORMA BANK GUARANTEE FOR ADVANCE PAYMENT (To be stamped in accordance with Stamp Act)

Ref No:- .....

Bank Guarantee No. ....

Date:- .....

(i) Name of the Contract:

(ii) NOA No. & Date:

(Name and address of the Owner)

.....  
.....

Dear Sir,

1. We refer to the Contract ("the Contract") signed on ..... vide contract agreement No. \_\_\_\_\_ & Date \_\_\_\_\_ Between you and ..... ("The Contractor") concerning design, execution and completion of (Brief description of the Facilities).

Whereas in accordance with the terms of the said Contract, the Employer has agreed to paid to the Contractor an Advance payment in the amount of

\_\_\_\_\_ (amount of foreign currency in words) \_\_\_\_\_  
(\_\_\_\_\_) (Amount in Figures) and (Amount of local currency in words)  
\_\_\_\_\_ (Amount in figures) and (Amount of local currency in words)  
\_\_\_\_\_ (Amount in figures)

2. By this letter we, the undersigned.....(Name of the Bank), a bank organized under the laws of .....and having its registered / principal office at .....do hereby jointly and severally with the Contractor irrevocably agree that in the event the contractor fails to commence or fulfill its obligations under the terms of the said agreement, to repay the advance payment to the Employer.

3. Provided always that the Bank's obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts that have been

repaid by the contractor from time to time in accordance with the terms of payment of the said contract as evidenced by appropriate payment certificates.

4. This guarantee shall remain in full force from the date upon which the said advance payment is received by the contractor until the date upon which the contractor has fully repaid the amount so advanced to the employer in accordance with the terms of the contract. At the time at which the outstanding amount is NIL, this Guarantee shall become null and void, whether the original is returned to us or not. Any claims to be made under this Guarantee must be received by the Bank during its period of validity i.e. on or before \_\_\_\_\_\*(year, month, date).

5. We, the \_\_\_\_\_ Bank,------(Branch at Bhubaneswar) further agree that, this guarantee shall also be invocable at our place of business at Bhubaneswar in the State of Odisha.

“Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(in words Rupees-----).

b) This Bank guarantee shall be valid up to -----.

c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at -----, Branch of Bhubaneswar in the state of Odisha a written claim or demand on or before------(date of expiry of guarantee).

Yours truly,

Name of the Bank

Authorized signature

Signature of witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

1. The non-judicial stamp papers of appropriate value as per Odisha Stamp duty rule shall be purchased in the name of the Bank who issues the “Bank Guarantee”.
2. Performance security is to be provided by the successful bidder in the form of a bank guarantee, which should be issued either:
3. By a reputed bank located in the country of the Employer and acceptable to the Employer or
4. By a foreign bank confirmed by either its correspondent bank located in the country of the Employer which should be reputed and acceptable to the Employer, or a Public Sector Bank in the country of the Employer.

# ANNEXURE - VII

## PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER FOR PERFORMANCE OF ITS CONTRACT.

(Entire Equipment consignment in one lot)  
(On non-Judicial stamp paper of appropriate value)

### INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of ..... 20  
.....by..... a Company registered under the Companies Act, 1956/ Partnership Firm/  
Proprietary Concern having its Registered Office at .....(hereinafter called as  
'Contractor' or "Obligor" which expression shall include its successors and permitted assigns)  
in favour of ..... \*\*\*, a Company incorporated under the Companies Act, 1956 having its  
Registered Office at ..... and its project at ..... (hereinafter called  
"....." which expression shall include its successors and assigns) :

WHEREAS ..... \*\*\* has awarded to the Contractor a Contract for .....  
vide its Letter of Award/Contract No..... dated..... and its Amendment  
No..... and Amendment No. .... (applicable when  
amendments have been issued) (hereinafter called the "Contract") in terms of which .....  
\*\*\* is required to hand over various equipment to the Contractor for execution of the  
Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is  
required to execute an Indemnity Bond in favour of ..... \*\*\* for the Equipment handed  
over to it by..... \*\*\* for the purpose of performance of the Contract/ Erection portion  
of the Contract (hereinafter called the "Equipment").

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various equipment as mentioned in the Contract, valued at  
Rs. .... (Rupees.....) handed  
over to the Contractor for the purpose of performance of the Contract, the Contractor  
hereby undertakes to indemnify and shall keep ..... \*\*\* indemnified, for the full  
value of the Equipment. The Contractor hereby acknowledges receipt of the  
Equipment as per dispatch title documents handed over to the Contractor duly  
endorsed in their favour and detailed in the Schedule appended hereto. It is expressly  
understood by the Contractor that handing over of the dispatch title documents in  
respect of the said Equipments duly endorsed by ..... \*\*\* in favour of the  
Contractor shall be construed as handing over of the Equipment purported to be  
covered by such title documents and the Contractor shall hold such Equipment in trust  
as a Trustee for and on behalf of ..... \*\*\*.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ protection and custody of the Equipment at ..... \*\*\* project Site against all risks, whatsoever till the Equipment are duly used/ erected in accordance with the terms of the Contract and the Plant/ Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by ..... \*\*\*. The Contractor undertakes to keep ..... \*\*\* harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever, it is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/ penal consequences.
4. That ..... \*\*\* is and shall remain the exclusive Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge / Engineer or other Employees/ agents authorised by him in this regard. Further, ..... \*\*\* shall always be free at all times to take possession of the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of ..... \*\*\* to return the Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Engineer of ..... \*\*\* as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at his own cost and/ or shall pay the amount of loss of ..... \*\*\* without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to ..... \*\*\* against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of ..... \*\*\*, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHERE OF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

## **SCHEDULE**

| Particulars of the Equipment handed over | Quantity | Particulars of Despatch title Documents |         | Value of the Equipment | Signature of the Attorney (authorize Representative) as a token of receipt |
|--|----------|---|---------|------------------------|--|
|  |          | RR/GR No. date of lading                | Carrier |                        |  |
|  |          |   |         |                        |  |

For and on behalf of  
M/s.....

WITNESS

- |    |    |                 |                           |
|----|----|-----------------|---------------------------|
| 1. | 1. | Signature ..... | Signature. . . .          |
|    |    | .....           |                           |
|    | 2. | Name .....      | Name .....                |
|    |    | ..              |                           |
|    | 3. | Address .....   | Designation .....         |
|    |    | .               |                           |
|    |    |                 | Authorised representative |
| \$ |    |                 |                           |
| 2. | 1. | Signature ..... |                           |
|    | 2. | Name .....      | (Common Seal )            |
|    | 3. | Address .....   | (In case of Company)      |

\$ Indemnity Bonds are to be executed by the authorised person and (i) in case of Contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

# ANNEXURE - VIII

## PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN INSTALMENTS FOR PERFORMANCE OF ITS CONTRACT.

(On non-Judicial Stamp Paper of Appropriate Value)

### INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of ..... 20  
.....by..... a Company registered under the Companies Act, 1956/ Partnership Firm/  
Proprietary Concern having its Registered Office at .....(hereinafter called as  
'Contractor' or "Obligor" which expression shall include its successors and permitted assigns)  
in favour of ..... \*\*\*, a Company incorporated under the Companies Act, 1956 having its  
Registered Office at ..... and its project at ..... (hereinafter called  
"....." which expression shall include its successors and assigns) :

WHEREAS ..... \*\*\* has awarded to the Contractor a Contract for .....  
vide its Letter of Award/Contract No..... dated..... and its Amendment  
No..... and Amendment No. .... (applicable when  
amendments have been issued) (hereinafter called the "Contract") in terms of which .....  
\*\*\* is required to hand over various equipment to the Contractor for execution of the  
Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is  
required to execute an Indemnity Bond in favour of ..... \*\*\* for the Equipment handed  
over to it by..... \*\*\* for the purpose of performance of the Contract/ Erection portion  
of the Contract (hereinafter called the "Equipment").

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various equipment as mentioned in the Contract, valued at  
Rs. .... (Rupees.....) handed  
over to the Contractor for the purpose of performance of the Contract, the Contractor  
hereby undertakes to indemnify and shall keep ..... \*\*\* indemnified, for the full  
value of the Equipment. The Contractor hereby acknowledges receipt of the  
Equipment as per dispatch title documents handed over to the Contractor duly  
endorsed in their favour and detailed in the Schedule appended hereto. It is expressly  
understood by the Contractor that handing over of the dispatch title documents in  
respect of the said Equipments duly endorsed by ..... \*\*\* in favour of the  
Contractor shall be construed as handing over of the Equipment purported to be  
covered by such title documents and the Contractor shall hold such Equipment in trust  
as a Trustee for and on behalf of ..... \*\*\*.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe  
transit/ protection and custody of the Equipment at ..... \*\*\* project Site against all  
risks, whatsoever till the Equipment are duly used/ erected in accordance with the  
terms of the Contract and the Plant/ Package duly erected and commissioned in  
accordance with the terms of the Contract, is taken over by ..... \*\*\*. The



Contractor undertakes to keep ..... \*\*\* harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever, it is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/ penal consequences.
4. That ..... \*\*\* is and shall remain the exclusive Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge / Engineer or other Employees/ agents authorised by him in this regard. Further, ..... \*\*\* shall always be free at all times to take possession of the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of ..... \*\*\* to return the Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Engineer of ..... \*\*\* as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at his own cost and/ or shall pay the amount of loss of ..... \*\*\* without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to ..... \*\*\* against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of ..... \*\*\*, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHERE OF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

#### SCHEDULE

| Particulars of the Equipment handed over | Quantity | Particulars of Despatch title Documents | Value of the Equipment | Signature of the Attorney (authorize Representative) as a token of receipt |
|--|----------|---|------------------------|--|
|  |          |   |                        |  |

|                                      |  |                                |         |  |  |
|--------------------------------------|--|--------------------------------|---------|--|--|
|                                      |  | RR/GR<br>No. date<br>of lading | Carrier |  |  |
| (Please number subsequent Schedules) |  |                                |         |  |  |

For and on behalf of  
M/s.....

WITNESS

|    |    |                 |                           |
|----|----|-----------------|---------------------------|
| 1. | 1. | Signature ..... | Signature. . . .          |
|    |    | .....           |                           |
|    | 2. | Name .....      | Name .....                |
|    |    | ..              |                           |
|    | 3. | Address .....   | Designation .....         |
|    |    | .               |                           |
|    |    |                 | Authorised representative |
| \$ |    |                 |                           |
| 2. | 1. | Signature ..... |                           |
|    | 2. | Name .....      | (Common Seal )            |
|    | 3. | Address .....   | (In case of Company)      |

\$ Indemnity Bonds are to be executed by the authorised person and (i) in case of Contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

**ANNEXURE-IX**  
**PROFORMA OF ‘CONTRACT AGREEMENT’**  
(To be executed on non-judicial stamp paper)  
**CONTRACT AGREEMENT FOR SUPPLY**

1. **Name of the Contract:**
2. **NOA No. & Date:**

No. \_\_\_\_\_

THIS **SUPPLY CONTRACT** Agreement No. \_\_\_\_\_ (**the First contract**) is made on the ..... Day of \_\_\_\_\_, between, The **Sr. General Manager, Central Procurement Cell, (Empowered officer) Odisha Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022** (hereinafter called “the Employer” & also referred to as “OPTCL”) of one part and **M/s. \_\_\_\_\_** (hereinafter called “the Contractor”) of the other part.

Whereas the Employer desires that certain contracts should be executed by the contractor, viz, Supply, Erection. Testing & Commissioning of \_\_\_\_\_ (Scope of Work) as per “**Bid No**”. \_\_\_\_\_, and Tender document **package No**”:-\_\_\_\_\_and has accepted the bid of the Contractor for the execution of this contracting a **sum of RS. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY)** (hereinafter called “the contract price”).

**NOW THE AGREEMENT WITNESSTH AS FOLLOWS:-**

1. In this agreement works and expressions shall have the same meaning as are \_\_\_\_\_ respectively assigned to them in the tender specifications referred to above.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz,
  - (a) The Contract Agreement.
  - (b) The Tender Specification. (Vol-I, Vol-II, Vol-IIA & GTP )
  - (c) The Condition of contract. (Vol-IA)The Bid document (Techno-commercial Bid Part-I and Price Bid Part-II) submitted along with the offer No. \_\_\_\_\_ dtd. \_\_\_\_\_ & all correspondences made thereafter.
  - (d) The Employers Notification of Award No. \_\_\_\_\_ as FIRST CONTRAT for SUPPLY OF EQUIPEMNT / MATERIALS, for the work “Design, Civil Works, Testing, Commissioning and completion of facility for Construction of \_\_\_\_\_ & associated system as per Specification /Bid documents No. \_\_\_\_\_”.
  - (e) Clarification to Pre-Bid conference for the Package.
  - (f) Pert Chart / Bar Chart (Project Completion) Schedule against the Package.
3. In Consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the contractor here by covenants with the Employer to execute the contract and to remedy the defects there in, in conformity & in all respects as per the provision of the tender specification & instructions given from time to time by the employer.

4. The Employer here by covenants to pay \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the contractor, in consideration of the performance, execution of the contract and the remedying of defects there in, the contract price or such other sum as may become payable under the provisions of the contract in the manner prescribed by the contract.
5. The Terms and procedure of payment according to which the employer will reimburse the contractor as per the Tender Specification No. “ \_\_\_\_\_, and **Payment Clause No”**. **CI. No.34 of GT&CC & CI. No.8 of SCC**.
6. **Contract Performance B.G No.**\_\_\_\_\_ **Date**\_\_\_\_\_ **for an amount Rs.**\_\_\_\_\_ **(Rupees \_\_\_\_\_) submitted against the aforesaid contract & valid upto**\_\_\_\_\_.

**7. Supply Contract Award Amount:**

| SL. NO. | DESCRIPTION  | AMOUNT (INR) |
|---------|--|--------------|
|         | <b>FIRST CONTRACT (SUPPLY PORTION)</b>                                       |              |
| 1.      | Ex-manufacturing works/place of dispatch Basic Price (material/equipment)    |              |
| 2       | Ex-manufacturing works/place of dispatch Basic Price ( for mandatory spares) |              |
| 3.      | <b>Total (1+2)</b>   |              |
| 4.      | Freight & Insurance Charges for equipment /materials                         |              |
| 5.      | Freight & Insurance Charges for mandatory spares                             |              |
| 6.      | <b>Total (4 +5)</b>  |              |
| 7.      | <b>Total (3+6)</b>   |              |

(Rupees \_\_\_\_\_)

8. The Time of completion shall be \_\_\_\_\_(in words \_\_\_\_\_) months from the date of issue of the NOA against the **Package No”**. \_\_\_\_\_.
9. The Contract agreement No. ....(Second contract) has also been made on the Dated \_\_\_\_\_, Year \_\_\_\_\_ between the **employer and the contractor for the ERECTION CONTRACT on Turnkey basis**.
10. The approval of Pert Network /Bar Chart (Project Completion Schdule) forms part of this agreement, as time is the essence of this Contract.
11. Notwithstanding the award of contract under two separate contracts, in the aforesaid manner, the contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over the facilities by the employer as per the requirements stipulated in the contract. It is expressly understood and agreed by the contractor that any default or breach under the **SECOND CONTRACT**, shall automatically be deemed as default or breach of this **FIRST CONTRACT** also and vice versa and any such breach or occurrence or default

giving the employer a right to terminate the **Second Contract** either in full or in part, and/or recover damages there under that contract, shall give the employer an absolute right to terminate this contract at the contractor's risk, cost and responsibility either in full or in part and/or recover damages under this **First Contract** as well. However, such breach or default or occurrence in the second contract shall not automatically relieve the contractor of any of these responsibilities /obligation under this **First Contract**. It is also expressly understood and agreed by the contractor that the equipment/materials supplied by the contractor under this **First Contract** when installed and commissioned by the contractor under the **Second Contract** shall give satisfactory performance in accordance with the provisions of the contracts.

IN WITNESS whereof, the parties hereto, caused this agreement to be duly executed in accordance with the prevailing laws on the day and year first above written.

Signed by For & on behalf of the Contractor:

Signed by For & on behalf of OPTCL  
Sr. General Manager, CPC,OPTCL

In the presence of  
Witness -1  
(Name & Address)

Witness- 1  
(Name & Address)

Witness – 2  
(Name & Address)

Witness- 2  
(Name & Address)

# PROFORMA OF 'CONTRACT AGREEMENT'

(To be executed on non-judicial stamp paper worth Rs.500/-)

## CONTRACT AGREEMENT FOR ERECTION

1. Name of the Contract:

2. NOA No. & Date:

No.....

**THIS ERECTION CONTRACT Agreement No. .... (the Second contract) is made on the Dated \_\_\_\_\_, between, The Sr. General Manager, Central Procurement Cell, (Empowered officer) Odisha Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022 (hereinafter called "the Employer" & also referred to as "OPTCL") of one part and M/S \_\_\_\_\_ (with detailed address) (herein after called "the Contractor") of the other part.**

Whereas the Employer desires that certain contract should be executed by the contractor, viz, Supply, Erection, Testing & Commissioning of \_\_\_\_\_ And Associated System at \_\_\_\_\_ (Scope of work) as per "Bid no. Package – No. \_\_\_\_\_ and Tender documents Package No. \_\_\_\_\_ and has accepted the bid of the Contractor for the execution of this contracting a Sum of **Rs.** \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) (hereinafter called "the contractor price").

NOW THE AGREEMENT WITNESSTH AS FOLLOWS:

In this agreement works and expressions shall have the same meaning as are respectively assigned to them in the tender specifications referred to above.

The following documents shall be deemed to form and be read and construed as part of this agreement, viz

- a) The Contract Agreement.
- b) The Tender Specification. (Vol-I, Vol-II, Vol-IIA & GTP)
- c) The Condition of contract. (Vol-IA)
- d) The Bid document Techno Commercial Bid Part –I and Price Bid Part-II submitted along with the offer No. \_\_\_\_\_ Dated \_\_\_\_\_ & all correspondences made thereafter.
- e) The Employers Notification of Award No". \_\_\_\_\_ dtd. \_\_\_\_\_ as SECOND CONTRACT for ERECTION CONTRACT (INSTALLATION) including all civil works for the work "Design, Civil Works, Testing Commissioning and completion of facility for Construction of \_\_\_\_\_ & associated system as per Specification/Bid documents No: \_\_\_\_\_".
- f) Clarification to Pre-Bid Conference for the Package.
- g) Pert Chart / Bar Chart (Project Implementation Schedule) against the Package.

3. In Consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the contractor here by covenants with the Employer to execute the contract and to remedy the defects there in, in conformity & in all respects as per the provision of the tender specification & instructions given from time to time by the employer.
4. The Employer here by covenants to pay \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) to the contractor, in consideration of the performance execution of the contract and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract in the manner prescribed by the contract.
5. The Terms and procedure of payment according to which the employer will reimburse the contractor as per the Tender Specification No. \_\_\_\_\_, and **Payment Clause No” . CI. No.34 of GT&CC & CI. No.8 of SCC.**
6. **Contract Performance B.G No.\_\_\_\_\_ Date\_\_\_\_\_ for an amount Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) submitted against the aforesaid contract & valid upto\_\_\_\_\_.**

**7. Erection Contract Award Amount:**

| SI No | Description                               | Amount (INR) |
|-------|---|--------------|
|       | <b>SECOND CONTRACT (ERECTION PORTION)</b> |              |
| 1     | Electrical Work Charges                   |              |
| 2.    | Civil works Charges                       |              |
| 3.    | <b>Total (1 + 2)</b>                      |              |

(Rupees \_\_\_\_\_)

8. The Time of completion shall be 30(thirty) months from the date of issue of the NOA against the **Package No.” \_\_\_\_\_”**.
9. The Contract agreement No. \_\_\_\_\_(FIRST CONTRACT) has also been made on the Dated \_\_\_\_\_, **Year between the employer and the contractor for the SUPPLY CONTRACT on Turnkey basis.**
10. The approval Pert Network / Bar Chart (Project Completion Schedule) forms part of the agreement, as time is the essence of the contract.
11. Notwithstanding the award of contract under two separate contracts, in the aforesaid manner, the contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over the facilities by the employer as per the requirements stipulated in the contract. It is expressly understood and agreed by the contractor that any default or breach under the **FIRST CONTRACT**, shall automatically be deemed as default or breach of this **SECOND CONTRACT** also and vice versa and any such breach or occurrence or default giving the employer a right to terminate the **First Contract** either in full or in part, and/or recover damages thereunder that contract, shall give the employer an absolute right to terminate this contract at the contractors risk, cost and responsibility either in full or in part and/or recover damages under this **Second Contract** as well. However, such

breach or default or occurrence in the **First contract** shall not automatically relieve the contractor of any of these responsibilities /obligation under this **Second Contract**. It is also expressly understood and agreed by the contractor that the equipment / materials supplied by the contractor under **Second Contract** when installed and commissioned by the contractor under this **First Contract** shall give satisfactory performance in accordance with the provisions of the contracts.

IN WITNESS whereof, the parties hereto, caused this agreement to be executed in accordance with the prevailing laws on the day and year first above written.

Signed by For & on behalf of the Contractor:

Signed by For & on behalf of OPTCL  
Sr. General Manager,CPC

In the presence of  
Witness -1  
(Name & Address)

Witness- 1  
(Name & Address)

Witness – 2  
(Name & Address)

Witness- 2  
(Name & Address)



# ANNEXURE-X

## PROFORMA OF JOINT UNDERTAKING BY ASSOCIATE / COLLABORATOR ALONG WITH THE BIDDER / CONTRACTOR

### NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE

THIS DEED OF UNDERTAKING executed this ..... day of ..... of Two Thousand ..... by ..... a Company incorporated under the laws of ..... and having its registered Office at ..... (hereinafter called the “Manufacturer” which expression shall include its successors, executors and permitted assigns), and ..... a Company incorporated under the laws of ..... and having its registered Office at ..... (hereinafter called the “Bidder” / “Contractor” which expression shall include its successors, executors and permitted / assigns) in favour of Odisha Power Transmission Corporation Ltd., having its Registered Office at ..... (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns).

WHEREAS the “Employer” invited Bid as per its Specification No. .... For the manufacture, fabrication, supply of tower parts as per Employer design, Casting of foundation, erection of all type of towers, stringing of conductor and earth wire, testing and commissioning of Transmission Line of execution of ..... Transmission Line.

AND WHEREAS Clause No. .... Section ..... of ....., Vol ..... Forming part of the Bid Documents inter alia stipulates that the Bidder along with Manufacturer must fulfill the Qualifying Requirements and be jointly and separately bound and responsible for the quality and timely supply of tower parts in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the bidder has submitted its Bid to the employer vide proposal No. .... Dated ..... based on tie up with the manufacturer for the supply of tower parts.

### **NOW THEREFORE THIS UNDERTAKING WITNESSTH AS UNDER:**

3.1 In consideration of the award of contact by the employer to the Bidder (hereinafter referred to as the “Contractor”), we the manufacturer and the Bidder / Contractor do hereby declare that we shall be jointly and separately bound unto Odisha Power Transmission corporation Ltd, for the manufacturing testing, supply of tower parts on FOR destination delivery at site basis in accordance with the contract specification.

3.2 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Manufacturer hereby agrees to depute their representatives from time to time to the Employer’s Project site as mutually considered necessary by the Employer, Bidder/Contractor and the Manufacturer to ensure proper quality, manufacture, testing and supply on FOR destination delivery ay site basis and successful performance of the material in accordance with Contract Specification. Further if the Employer suffers any loss or damage on account of nonperformance of the material (tower parts) fully meeting the performance

guaranteed as per Bid Specification in terms of the contract. We the Manufacturer and the Contractor jointly and separately undertake to pay such loss or damages to the employer on its demand without any demur.

3.3 This Deed of undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Bhubaneswar/Cuttack(Odisha) shall have exclusive jurisdiction in all matters arising under the Undertaking..

3.4 As a security, the Manufacturer shall apart from the Contractor's performance guarantee of 10% of the contract price, furnish a Contract performance guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 2% of the cost of tower parts to be supplied by the Manufacturer as identified in the Contract awarded by the Employer to the Bidder/ Contractor and it shall be part of guarantee towards the faithful performance/ compliance of this Deed of Undertaking in terms of the contract.; The guarantee shall be un-conditional, irrevocable and valid for the entire period of the contract, namely till the end of the warranty period under the contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.

3.5 We, the Manufacture/Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of contract.

IN WITNESS WHERE OF the Manufacturer and the Bidder/ Contractor have through their Authorized Representative executed these presents and affixed.

Common seals of their respective Companies on the day, month and year first above mentioned.

**WITNESS”**

**For Manufacturer**

|   |                        |   |
|---|------------------------|---|
| 1 | .....                  | Signature of Authorized Representative. |
|   | (Signature)            | Name .....                              |
|   | (Name in Block letter) | Common Seal of Company.                 |
|   | (Office Address)       | .....                                   |

**For Bidder.**

|    |                        |   |
|----|------------------------|---|
| 2. | .....                  | Signature of Authorized Representative. |
|    | (Signature)            | Name .....                              |
|    | (Name in Block letter) | Common Seal of Company.                 |
|    | (Office Address)       | .....                                   |

**NOTE :**

- (i) The Deed of joint Undertaking shall be attested by Notary Public of the place(s) of the respective executants (s)
- (ii) In case the bid is submitted by a joint Venture (JV) of two or more firms as partners, then the joint deed of undertaking shall be modified accordingly.

**ANNEXURE-XI**  
**FORMAT FOR EVIDENCE OF ACCESS TO OR**  
**AVAILABILITY OF CREDIT/FACILITIES**  
**BANK CERTIFICATE**

This is to certify that M/s. ....  
(Full Name & Address), who are submitting their bid to ..... Against their Tender  
Specification vide Ref. No.....& Date .....is our Customer for  
the past.

Their financial transactions with our Bank have been satisfactory. They enjoy the following  
fund based and non fund based limits including for guarantees, L/C and other credit facilities  
with us against which the extent of utilization as on date is also indicated below:

| SL.NO. | TYPE OF FACILITY | SANCTIONED<br>LIMIT AS ON DATE | UTILISATION<br>AS ON DATE |
|--------|------------------|--------------------------------|---------------------------|
|--------|------------------|--------------------------------|---------------------------|

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

Sd/-

Name of Bank.....

Name of Authorised Signatory .....

Designation .....

Phone No. ....

Address .....

SEAL OF THE BANK.

## **ANNEXURE-XII**

### **FORM OF POWER OF ATTORNEY FOR JOINT VENTURE / CONSORTIUM (On Non –Judicial Stamp Paper of Appropriate value to be Purchased in the Name of Joint Venture)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder.....have formed a joint venture/consortium under the laws of .....and having our Registered Office (s) / Head Office (s) at .....(hereinafter called the ‘Joint venture/ consortium’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assign(s) acting through M/s.....being the Partner in-charge do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered/Head Office at .....as our duly constituted lawful Attorney (hereinafter called “Attorney” or “Authorised Representative” or “Partner in Charge”) to exercise all or any of the powers for and on behalf of the joint venture/consortium in regard to specification No.....for construction of .....Package of ODISHA POWER TRANSMISSION CORPORATION LIMITED ( hereinafter called the “Owner”) and the bids for which have been invited by the Owner, to undertake the following acts

- (i) To submit proposal and participate in the aforesaid Bid – Specification of the Owner on behalf of the “Joint venture/consortium”.
- (ii) To-negotiate with Owner the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the owner for and on behalf of the “Joint venture/consortium”.
- (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/consortium”.

It is clearly understood that the Partner in –charge (Lead Partner) shall ensure performance of the contracts (s) and if one or more Partner fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the partners.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Defect of liability period in terms of the contract.

The joint venture/ consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorised Representative / Partner in-charge quotes in the bid, negotiates and signs the Contract with the Owner and / or

proposes to act on behalf of the Joint venture/ consortium by virtue of this Power of Attorney and the same shall bind the Joint venture/ consortium as if done by itself.

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

for and on behalf of  
the Partners of Joint venture/ consortiums

.....

The Common Seal of the above Partners of the Joint venture/ consortium:

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

**WITNESS**

1. Signature .....

Name .....

Designation.....

Occupation.....

2. Signature .....

Name .....

Designation.....

Occupation.....

**ANNEXURE – XIII**  
**FORM OF JOINT VENTURE / CONSORTIUM AGREEMENT**  
**(On Non-Judicial Stamp Paper of Appropriate Value to be**  
**Purchased in the Name of Joint Venture)**

PERFORMA OF JOINT VENTURE/ CONSORTIUM AGREEMENT BETWEEN  
.....AND .....FOR BID  
SPECIFICATION NO.....OF OPTCL.

THIS Joint venture / consortium Agreement executed on this .....day of  
.....Two thousand and .....between M/s.....  
.....a company incorporated under the laws of ..... and having its  
Registered Office at..... (hereinafter called the  
“Lead Partner” 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  
“Load Partner” which expression shall include its successors, executors and permitted assigns)  
for the purpose of making a bid and entering into a contract (in case of award) against the  
Specification No.:..... for Construction of  
..... of OPTCL, a Govt of Odisha Undertaking, having its. Registered Office  
at OPTCL Office, Jnaph, Bhubaneswar (hereinafter called the “Owner”).

WHEREAS the Owner invited bids as per the above mentioned Specification for the design  
manufacture, supply and erection, testing and commissioning of Equipment Materials  
stipulated in the bidding documents under subject Package for-

AND WHEREAS Annexure – A (Qualification Requirement of the Bidder),  
Section-----, forming art of the biding documents, stipulates that a Joint venture/  
consortium of two or more qualified firms as partners, meeting the requirement of minimum  
qualification for the bid as applicable may bid, provided the Joint venture/ consortium fulfills  
all other requirements of minimum qualification and in such a case, the BID shall be signed  
by all the partners so as to legally bind all the Partners of the Joint venture/ consortium, who  
will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Joint venture / consortium agreement shall be attached  
to the bid and the contract performance guarantee will be as per the format enclosed with the  
bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Owner vide proposal No dated by Lead  
Partner based on the Joint venture/ consortium agreement between all the Partners under these  
presents and the bid in accordance with the requirements of Annexure-A (Qualification  
Requirement of the Bidders), Section -SSC has been signed by all the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreement all the Partners to this Joint venture/  
consortium do hereby now agree as follows:

3. In consideration of the award of the Contract by the Owner to the Joint venture/ consortium partners, we, the Partners to the Joint venture/ consortium agreement do hereby agree that M/s..... shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Owner 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.

4. In case of any breach of the said Contract by the Lead Partner or other Partner(s) do hereby agree 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.

5. Further, if the Owner 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 performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Partner to these presents before proceeding against or dealing with the Partner(s).

6. The financial liability of the Partners of this Joint venture/ consortium agreement to the Owner, with respect to any of the claims arising out of the performance of non-performance of the obligation set forth in the said Joint venture/ consortium agreement, 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 of any of the Partners of the Joint venture/ consortium agreement.

7. It is expressly understood and agreed between the Partners to this Joint venture/ consortium agreement that the responsibilities and obligation of each of the Partners shall be as delineated in Appendix-I (\*To be incorporated suitably by the Partners that the above sharing of responsibilities of the partners under this Contract.

8. This Joint venture/ consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack(Odisha) shall have the exclusive jurisdiction in all matters arising there under.

9. In case of an award of Contract, We the Partners to the Joint venture/ consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Owner in the forms acceptable to purchaser for value of 10% of the Contract Price in the currency/currencies of the Contract.

10. It is further agreed that the Joint venture/ consortium agreement shall be irrevocable and shall form an integral art of the Contract, and shall continue to be enforceable till the Owner discharge the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF. the Partners to the Joint venture/ consortium agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal.....of **For Lead Partner** has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized resolution representative)



Signature.....  
Name.....  
Designation.....

Signature  
Name  
Designation

(Common Seal of the company)

2. Common Seal.....of **For Partner** has been affixed in my/our pursuant to the Board of Director’s dated.....

(Signature of authorized representative)

Signature.....  
Name.....  
Designation.....

Signature  
Name  
Designation

(Common Seal of the company)

**WITNESS**

1. Signature:

Name:

Official Address:

2. Signature:

Name:

Official Address:

**Provision required to be included in the Joint Venture Agreement**

If the application is made by a joint venture of two firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority\*) by such two firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorised signatories signing for and on behalf of respective Firms for the purpose of forming the Joint Venture. acertified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV agreement shall be signed by the authorized representative of the joint venture. The JV agreement shall need to be submitted consisting but not limited to the following provisions:

- a. Name, style and Project (s) specific JV with Head Office address.
- b. Extent (or Equity) of participation of each party in the JV
- c. Commitment of each party to furnish the Bond money (i.e. Bid Security, performance Security and security for Mobilisation advance) to the extent of his participation in the JV.
- d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement).
- e. Working Capital arrangement of JV.
- f. Operation of separate Bank account in the name of JV to be operated by at least one / both the partners are required to operate.
- g. Provision for cure in case of non-performance of responsibility by any party of the JV.
- h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner (s) of the JV The employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- i. Management Structure of JV with details.
- j. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV and to receive instructions for and on behalf of the Partners of JV, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.

## **ANNEXURE – XIV**

### **THE BANKS FROM WHICH BANK GUARANTEE FOR BID SECURITY / EARNEST MONEY DEPOSIT CAN BE ACCEPTED PROVIDED THE BANK IS HAVING BRANCH AT BHUBANESWAR**

#### **SCHEDULE COMMERCIAL BANKS**

##### **SBI AND ASSOCIATES**

2. State Bank of India
3. State Bank of Bikaner and Jajpur
4. State Bank of Hyderabad
5. State Bank of Indore
6. State Bank of Mysore
7. State Bank of Patiala
8. State Bank of Saurashtra
9. State Bank of Travancore

##### **NATIONALISED BANK**

10. Allahabad Bank
11. Andhra Bank
12. Bank of India
13. Bank of Maharashtra
14. Canara Bank
15. Central Bank of India
16. Corporation Bank
17. Dena Bank
18. Indian bank
19. Indian Overseas Bank
20. Oriental Bank of Commerce
21. Punjab National Bank
22. Punjab & SInd Bank

23. Syndicate Bank
24. Union Bank of India
25. United Bank of India
26. UCO bank
27. Vijaya Bank
28. Bank of Baroda

**OTHER BANKS**

Any schedule bank notified by RBI having branch at Bhubaneswar.

**Important Note : The claim against the subject bid security shall be lodged with their Bhubaneswar Branch.**

## **ANNEXURE – XV**

### **THE BANKS FROM WHICH BANK GUARANTEE FOR ADVANCE / CPG BE ACCEPTED PROVIDED THE BANK IS HAVING BRANCH AT BHUBANESWAR**

**(a) Any Public Sector Bank**

or

**(b) Any scheduled Indian Bank**

Having paid up capital (net of any accumulated losses) of rs. 100 crores or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement)

**(c) Any foreign Bank or subsidiary of a foreign Bank**

With overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by reputed rating agency, covering the advance amount which shall be initially kept valid till 90 days after the schedule date for successful completion of commissioning.

**Important Note : The claim against the subject bid security shall be lodged with their Bhubaneswar Branch**

# ANNEXURE – XVI

## FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Name of Contract :

To

Sr. General Manager , CPC,  
Odisha Power Transmission Corporation Limited,  
Janpath, Bhubaneswar.751022

Ladies and / or Gentleman,

We have read the contents of the Fraud Prevention Policy of OPTCL displayed on its tender website <http://www.optcl.co.in> and undertake that we along with our associates / collaborator / subcontractor / sub-vendors/ consultants / service providers shall strictly abide by the provisions of the fraud prevention policy of OPTCL.

Yours Faithfully,

Date:

Place:

(Signature) .....

Printed Name) .....

(Designation) .....

(Common Seal) .....

**ANNEXURE – XVII**  
**SCHEDULE OF FORMATS TO BE UTILISED BY THE FIRMS AND TO BE**  
**SUBMITTED WITH THE BID WHERE REQUIRED**

**GENERAL INFORMATION**

The bidder shall furnish general information in the following format.

1. Name of the Firm:

2. Head office address:

3. Contact persons:

Telephone No.

Office:

Residence:

e-mail ID:

Mobile No.

4. Fax No.

Telex:

5. Place of incorporation/Regn.

6. Year of incorporation/Regn.

Signature of the bidder with Seal

# ANNEXURE – XVIII

## Manufacturer's Authorization Form

To : \_\_\_\_\_

WE \_\_\_\_\_, who are established and reputable manufacturers of \_\_\_\_\_ having production facilities at \_\_\_\_\_, do hereby authorize \_\_\_\_\_ to submit a bid, and subsequently negotiate and sign the Contract with you against bidding document \_\_\_\_\_ including the above plant and equipment or other goods produced by us.

We hereby extend our full guarantee and warranty for the above specified plant & equipment materials or other good offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee warranty obligation. We also here by declare that we and \_\_\_\_\_ have warranty / defects liability) we, the Manufacturer of Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contrat.

For and on behalf of the Manufacturer.

Signed : .....

Date .....

Place .....

(Signature) .....

Printed Name) .....

(Designation) .....



# ANNEXURE-XIX

## FORM OF COMPLETION CERTIFICATE

.....  
(Name of the Contract)

To

Date.....  
Loan No.....  
Contract No.....

(Name and address of the Employer)

Dear Ladies and/or Gentlemen,

**Pursuant to Conditions of the Contract (Vol-IA) entered into between yourselves and the Employer dated .....relating to the ..... (brief description of the Facilities), we hereby notify you that the following part (s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part (s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below**

- 1 .Description of the Facilities or part or part thereof .....
2. Date of Completion:.....

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

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

Very truly yours,

Title  
(Engg. In Charge of OPTCL)

# ANNEXURE-XX

## FORM OF OPERATIONAL ACCEPTANCE CERTIFICATE

(Name of the Contract) \_\_\_\_\_

To

Date.....

Loan

No.....

Contract No.....

(Name and address of the Employer)

Dear Ladies and/or Gentlemen,

**Pursuant to Conditions of the Contract (Vol-IA)** entered into between yourselves and the Employer dated .....relating to the .....(brief description of the Facilities), we hereby notify you that the following part (s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part (s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below

1. Description of the Facilities.....
2. Date of Operational Acceptance:.....

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

Very truly yours,

Title  
(Engg. In Charge of OPTCL)

# ANNEXURE – XXI

## COMPOSITE BANK GUARANTEE

This Guarantee Bond is executed this ..... day of ..... 20 by us the ..... (Bank) At ..... PO-..... PS-..... Dist-.....State .....

WHEREAS the ODISHA POWER TRANSMISSION CORPORATION Ltd. A body corporate constituted under the Odisha Electricity Reform Act, 95 (hereinafter called "OPTCL") has placed work orders No. .... Dated..... (hereinafter called "the agreement") on M/s ..... (hereinafter called "the Contractor") for erection, stringing, testing, commissioning and setting to operation of transmission line.

WHEREAS the contractor has agreed to execute the work for OPTCL in terms of the said agreement AND

WHEREAS OPTCL has agreed (1) to exempt the contractor from making payment of security, (2) to release 100% payment on the completion of work as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to OPTCL a Composite Bank Guarantee of the value of 15% (fifteen per cent) of the said agreement.

NOW THEREFORE in consideration of OPTCL having agreed (1). to exempt the contractor from making payment of security, (2) to release 100% payment to the contractor and (3) to exempt from furnishing performance guaranteed in terms of the said agreement as aforesaid, we the ..... (Bank) (hereinafter referred to as "the bank") do hereby undertake to pay to OPTCL an amount not exceeding Rs..... (Rupees ..... only against any loss or damage caused to or suffered by or would be caused to or suffered by OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

WE (the ..... ) do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to all amount not exceeding Rs..... (Rupees .....).

WE the (.....) Bank also undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding instituted/pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

WE (.....) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Chairman and Managing Director, Gird Corporation of Odisha Ltd. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (.....) we shall be discharged from all liability under this guarantee thereafter.

WE, (.....) further agree that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the OPTCL or any indulgence by OPTCL to the said contractor(s) by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the name, style and constitution of the bank or the contractor(s).

We (.....) lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

We, the \_\_\_\_\_ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the State of Odisha.

Dated at ..... the ..... day of ..... Two thousand four only For ..... (indicate the name of the Bank).

Witness: (Signature with name & address)

- |                                 |   |
|---------------------------------|---|
| 1. Name of the contractor       | 2. No. & date of order/agreement.                             |
| 3. Name of the Bank             | 4. Validity period or date upto which the guarantee is valid. |
| 5. Signature of the Constituent |   |

Authority of the Bank with Seal.

# ANNEXURE – XXII

## PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Chairman cum Managing Director, ODISHA POWER TRANSMISSION CORPORATION Ltd., Bhubaneswar (hereinafter called “OPTCL”) having against to exempt \_\_\_\_\_ (hereinafter called “the said contract/contractor(s) from the payment under the terms and conditions of an agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called “the said agreement”) of security deposit for the due fulfillment by the said agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) we, the \_\_\_\_\_ Bank limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to the OPTCL an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms of conditions contained in the said agreement.

2. We the \_\_\_\_\_ Bank Limited to hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss of damage caused to or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement: Any such demand made on the Bank shall be

*NOTE FOR TENDERERS:* [Not to be typed in the Bank Guarantee]

To be furnished in on-judicial stamp paper of Rs .50/-  
applicable as per Odisha Stamp Duty Act from any  
Nationalized/Scheduled Bank.

conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We, \_\_\_\_\_ the Bank further undertake to pay to OPTCL any money so demanded notwithstanding any dispute of disputes raised by the contractor(s)/in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. We the \_\_\_\_\_ Bank limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OPTCL under or by virtue of the said Agreement, have been fully paid and its claims satisfied or discharged or till Chairman-cum-MD,

Odisha Power Transmission Corporation Limited certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges that guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ / (date) we shall be discharged from all liability under this guarantee thereafter.

5. We the \_\_\_\_\_ Bank limited further agree with OPTCL that OPTCL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said contractor(s) of for any forbearance, act or omission on the part of OPTCL or any indulgency by OPTCL to the said contractor(s) or of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank of the contractor.
7. We, the \_\_\_\_\_ Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.
8. We, the \_\_\_\_\_ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the State of Odisha.

Dated, the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_ Bank Limited

[indicate the name of the Bank]

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1.

2.

## ANNEXURE – XXIII

### PROFORMA FOR BANK GUARANTEE FOR 100% PAYMENT

In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION Ltd., Bhubaneswar (hereinafter called “OPTCL”) having agreed to allow M/s \_\_\_\_\_ (hereinafter called “the said contractor/contractor(s) 100% payment on satisfactory completion of work as per contract under the terms and conditions of an agreement No. \_\_\_\_\_ dated \_\_\_\_\_ 2 made between ODISHA POWER TRANSMISSION CORPORATION Ltd., Bhubaneswar and M/s \_\_\_\_\_ 1 for satisfactory completion of work (as detailed in the said agreement) for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

1. We, the \_\_\_\_\_ (hereinafter referred to as “the bank” do hereby undertake to pay to the OPTCL an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms of conditions contained in the said agreement.
2. We the \_\_\_\_\_ 3 do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due to by way of loss or damage caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

*Note for tenderers :* [Not to be typed in Bank Guarantee]  
To be furnished in non-judicial stamp paper of Rs .50/-  
Applicable as per Odisha Stamp Duty Act, from any  
Nationalised /Scheduled Bank, Bhubaneswar.

3. We, the \_\_\_\_\_ 3 Bank further undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputed raised by the contractor(s)/in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Chairman-cum-Managing Director, OPTCL Ltd. Certifies that the terms and conditions of the said agreement have

been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the ( ..... ) 4 we shall be discharged from all liability under this guarantee thereafter.

5. We, (.....) 3 further agree that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgency by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the contractor(s).

7. We, the \_\_\_\_\_ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the State of Odisha.

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_  
[Indicate the name of the Bank]

WITNESS: SIGNATURE WITH NAME AND ADDRESS

- 1.
- 2.

- NB: (1) *Name of the contractor*  
(2) *No. and date of order/agreement*  
(3) *Name of the Bank*  
(4) *Validity period or date upto which the guarantee is valid.*  
(5) *Signature of the Constituent Authority of the Bank with seal.*



## ANNEXURE – XXIV

To be filled in non-judicial stamp paper of worth Rs.100/-

### Firm for Undertaking piling works

To: \_\_\_\_\_

WE \_\_\_\_\_, who are established and reputable firm / contract having its registered office at \_\_\_\_\_, do hereby authorize M/s. \_\_\_\_\_ to submit a bid, and subsequently negotiate and sign the Contract with you against the bidding document \_\_\_\_\_ including the plant and equipment or other services provided by us for *piling foundation works*.

We hereby extend out full guarantee and warranty for the above specified work plant & equipment materials or others services offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee warranty obligation. We also here by declare that wee and M/s. \_\_\_\_\_ (Name) have warranty / defects liability. We will make our technical and engineering staff fully available to the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

We hereby submit documents in support of experience, capability and capacity for execution of piling works.

For and on behalf of the firm / contractor.

Signed : .....

Date .....

Place .....

#### **Signature of Bidder**

(Signature) .....

(Printed Name) .....

(Designation) .....

(Common Seal) .....

**ANNEXURE – XXV**  
**PERFORMA OF ‘NOTIFICATION OF AWARD OF CONTRACT’ FOR SUPPLY CONTRACT**

Ref. No. :

Date :

**NOA NO:** .....

To,

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

‘NOTIFICATION OF AWARD FOR SUPPLY CONTRACT OF EQUIPMENT /MATERIALS’ (First Contract)

**Sub: Notification Of Award of First Contract** for Supply of equipment/ materials for the work “Design, Engineering, Supply, Erection, Testing & Commissioning of .....on turnkey basis” in the State of Odisha and associated system *as per Tender Notice No. .... & Specification No Sr.G.M-CPC-TENDER- .....*

**Scope of works are as indicated below:-**

**(I) SUB-STATION & TRANSMISSION LINE:**

**(A) SUB-STATION:**

.....

**(B) TRANSMISSION LINE:**

.....

**BROAD SCOPE:**

| PACK<br>AGE<br>NO. | NAME OF THE<br>SUB-<br>STATION (S) &<br>ASSOCIATED<br>TRANSMISSIO<br>N LINE | TRANSFORME<br>R<br>CAPACITY<br>(OPTCL'S<br>SCOPE) | NO OF BAYS IN DHAMARA SUB-<br>STATION |           |          |                     | TYPE OF LINE & LINE<br>LENGTH (IN KMs) |
|--------------------|---|---|---------------------------------------|-----------|----------|---------------------|--|
|                    |   |   | 220<br>KV                             | 132<br>KV | 33<br>KV | SPARE<br>UNEQUIPPED |  |
|                    |   |   |                                       |           |          |                     | 220 & 132 KV LINE                      |
|                    |   |   |                                       |           |          |                     |  |
|                    |   |   |                                       |           |          |                     |  |

**(I) SUB-STATION:**

- (a) Supply and installation of equipment as per BPS (including all civil works). Unequipped bays as suggested with required column foundations, supply & erection of structures, site surfacing (metal spreading), earth mat laying, bus extension etc are to be considered. There shall be no equipment foundations for the unequipped bays. Supply of mandatory spares as per BPS.
- (b) Testing and commissioning of Substation & accessories.
- (c) Handing over of the completed system to the Owner.
- (d) Satisfactory conclusion of the Contract.
- (e) Installation of PLCC indoor equipment (owner supply item) at both the end of the sub-station

**(II) TRANSMISSION LINE:**

- (a) Transmission Line route survey of entire stretch, Settlement of all issues related to right of Way and laying of line (including all civil works).
- (b) Testing and commissioning of Transmission Line & accessories.
- (c) Handing over of the completed system to the Owner
- (d) Satisfactory conclusion of the Contract.

The above works are to be carried out as per Specification/Bid documents No: **Specification No.** .....

**Ref: This has reference to the following:**

- (i) Our Invitation for Bids (DCB) No: .....
- (ii) Bidding Documents for the subject package issued to you. Spec No. ...., comprising the followings.

**(a) Common Document:**

- (1) **BIDDING INSTRUCTIONS** (Section: INV & INB (Vol-I)).
- (2) **General Conditions of Contract–Section-GCC** (Vol-IA).
- (3) **Erection Conditions of Contract-Section-ECC** (Vol-IA).
- (4) **Special Conditions of Contract** (Vol-IA).
- (5) **Technical Specifications & General Technical Conditions** (Vol-II).

**(b) Package Specific Document** for the .....S/S Package:

- (6) **Technical Data Sheets & Scope of work** (Vol-IIA).
- (7) **Bid Proposal sheet and Price Schedules** (Vol-IB).

(iii) Different corrigendum/clarification issued from time to time duly uploaded in OPTCL web site.

(iv) Your Proposal for the subject package submitted as **M/s** ..... vide your proposal ref no. .... **Dated** .....

(v) This office letter No. .... Dated .....

(vi) Your letter No.....

(vii) We confirm having accepted your proposal submitted **M/s** ..... vide your proposal ref no. ...., read in conjunction with all the specifications, terms & conditions of the Bidding Documents and award on you the **NOTIFICATION OF AWARD** for the work of Design, Engineering, Supply, Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, storage cum Erection Insurance, testing and commissioning including performance testing, completion of facility, Guarantee, Testing and handing over to OPTCL of the

equipment / materials for Sub-station, Transmission Line and associated system at (S/S.....) of Odisha against Package ..... (S/S.....) as per Specification/Bid document no : ..... (herein after referred to as 'First Contract').

Dear Sirs,

1.0 With reference to the above, Odisha Power Transmission Corporation limited is hereby pleased to place this **NOTIFICATION OF AWARD on you for Supply** of equipment/ materials and completion of facility for Design, Engineering, Supply, Erection, Testing & Commissioning

on turnkey basis" in the State of Odisha and associated system *as per Tender Specification No.* :..... at a total Cost of **Rs..... (Rupees .....only)** (after arithmetical corrections, discount offered, including taxes & duties (except entry taxes) as per the following break up:

**(A) FIRST CONTRACT (SUPPLY PORTION):**

| SL. NO. | DESCRIPTION   | AMOUNT (INR) |
|---------|---|--------------|
|         | <b>FIRST CONTRACT (SUPPLY PORTION)</b>  |              |
| 1.      | Ex-manufacturing works/place of dispatch Basic Price (material/equipment): <b>(2A SS &amp; 2A LINE)</b> |              |
| 2       | Ex-manufacturing works/place of dispatch Basic Price ( for mandatory spares)                            |              |
| 3.      | <b>Total (1+2)</b>  |              |
| 4.      | <b>Less discount offered @ .</b>  |              |
| 5.      | <b>Discounted price (Sl No.3-Sl No.4)</b>   |              |
| 6.      | Freight & Insurance Charges for equipment /materials: <b>(2A SS &amp; 2A LINE)</b>                      |              |
| 7.      | Freight & Insurance Charges for mandatory spares  |              |
| 8.      | <b>Total (6 +7)</b>   |              |
| 9.      | <b>Total (5+8)</b>  |              |

**Total (R/O): Rs..... (Rupees ..... only).**

(i) The above price as per bidding condition is inclusive of all taxes and duties and levies. Entry tax for all items shall be paid extra against production of documentary evidence.

(ii) The above price of Freight and insurance is inclusive of service tax (if any)

(iii) The above prices are subject to provision of price variation/adjustment as per bidding condition.

**2.0 NATURE OF PRICE:** -The above prices are subject to provision of price variation/adjustment as per bidding condition Clause No. 5 of SCC-Vol-IA of Tender document.

**(\*) SCC- Vol-IA, CI No.: 5, PRICE ADJUSTMENT FOR TRANSMISSION LINE, SUB-STATION & ACSR CONDUCTORS.**

**3.0 APPLICABLE TAXES:-**

- (i) **(VAT/CST, Excise duty:** The above price as per bidding condition is inclusive of all taxes and duties and levies except Entry Tax.
- (ii) **Entry Tax:** -Entry tax for all items shall be paid extra against documentary evidence.
- (iii) **PAN No.:** -You have to furnish the PAN of your firm as required under IT Act before execution of the above order.

**4.0 FREIGHT AND INSURANCE CHARGES:** (Vol-IA,SCC,CI No. 8.2)

As indicated in **TABLE-I** vide SI No.4 & 5. It is inclusive of the above and shall be paid to the contractor on pro-rata basis as per the unit rates indicated in the letter/Notification of Award after receipt of materials/items at site on presentation of the invoices along with the supporting documents by the contractor. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the letter of Award/NOA.

**5.0 QUANTITY VARIATION: (Refer CI. 9.0 of SCC)**

- (i) The quantity of all equipment/materials given in the Bid Proposal Sheets, Volume-IB of the bidding documents is provisional. The total variation in quantity shall be unlimited. The Contractor shall be responsible for supply and execution of such extra quantities for completion of the entire work under their scope and they shall be paid for such extra quantities at the unit rate indicated in the NOA. However, payment shall be made after approval of the extra quantity executed, by the competent authority.
- (ii) Where valid type test certificate of materials during last five years are available OPTCL shall not insist for further type test.

**6.0 PAYMENT: - Refer CI. No.34 of GT&CC.**

**TERMS OF PAYMENT:- Refer CI. No. 8 of SCC.**

**Payment against Supply of equipment and materials shall be effected as follows:**

- (i) 75% of the Ex works price component shall be paid on receipt of the material & verification by the consignee at site against production of Lorry Receipt, contractors detailed invoices and packing list identifying contents of each equipment, Insurance Policy / Certificate, Manufacturer's / Contractor's guarantee Certificate of Quality, Material Dispatch Clearance Certificate (MDCC) for dispatch issued by Owner, Test certificate.
- (ii) 15% of the Ex works price component shall be paid after erection of the material at site & certification by Engineer in Charge.
- (iii) Balance 10% of the Ex works price component shall be paid after successful commissioning of the Sub- station or Line and handing over to OPTCL.

**7.0 SOLVING OF ROW – TREE & PLANT COMPENSATION:** Refer CI NO. 35.0 of SCC. The contractor shall have to solve the entire Right of Way problem at his own cost if any.

- 8.0 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.
- 9.0 INCENTIVE: Refer Clause No.32.0 of SCC:**  
0.25% of the contract price as an incentive, per completed full month (no proportionate or the part thereof) shall be given, for the projects completed before the scheduled date of completion but limiting to overall 2.5%.
- 10.0 COMPLETION PERIOD:-** Actual completion period of the project is ..... (.....) months from the date of issue of the NOA. However, you are requested to put all possible effort to complete the work before scheduled completion ..... (.....) months' time, preferably within ..... months from the date of award of **NOA**. Submit the detailed work schedule accordingly. (**Refer Vol-IA/SCC/CI No. 10**)
- 10.1** The Bidder shall include in his proposal his programme for furnishing and erecting the equipment covered under the package. The programme shall be in the form of a bar chart / master network identifying key phases in various areas of total work like procurement of raw material / bought out items/components, manufacturing, type testing , supply of materials and field activities such as foundation, erection, stringing etc. and testing & commissioning of the transmission line and transformers so as to achieve testing & commissioning of all equipment/materials under this Package within **30(Thirty)** months from the date of letter of Award/NOA.
- 10.2** The schedule shall be reckoned from the date of issue of Letter of Award/NOA, Within 15 (fifteen) days of issuance of Letter of Award/NOA, Contractor shall submit Bar Chart/ PERT Network conforming to the delivery/erection dates mentioned in Letter of Award/ NOA for review and approval. After approval of Bar Chart/PERT Network, one reproducible with sufficient number of prints as desired by Odisha Power Transmission Corporation Ltd., shall be submitted.  
**THE BAR CHART/ PERT NETWORK WILL BE THE PART OF THE CONTRACT AGREEMENT.**
- 10.3** The provision of Penalties leviable in case of delay in completion pursuant to Clause 12.0 of SCC-Vol-IA shall become effective after the period mentioned above for successful completion of testing and commissioning.
- 11.0 NODAL cum PAYING OFFICER:-** For the purpose of this NOA, AGM, EHT (Construction) Division, ....., **OPTCL** for this project- ..... (..... KV SS) & associated system under whom the Sub-stations & its associated Transmission lines works are being executed, shall be the Nodal cum Paying Officer.
- 12.0 CONSIGNEE:-** S.D.O., EHT[C] Sub-Division, of the respective Grid S/S shall be the consignee for the above work.

**13.0 CONTRACT PERFORMANCE GUARANTEE:-** Refer Cl No.41 of INB. As a Contract Performance Security, you, shall be required to furnish a Performance Guarantee from any Bank as per **Annexure – XV** to Volume-IA, in the form attached as Annexure –II to Volume-IA in favour of the Odisha Power Transmission Corporation Ltd. The guarantee amount shall be equal to **10%** of the Contract Price (**Supply portion only**) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. This performance guarantee shall be valid **upto 90 days** after the end of Guarantee Period.

**The contractor shall furnish the Contract Performance BG in the prescribed form within 30 days of Notification of Award.(Clause No. 11 of SCC, Vol-IA).**

**Remarks: For JV another 1%**

**14.0 SIGNING OF CONTRACT:** Refer Cl. No.40.0 of INB: You will prepare the Contract Agreement as per the proforma enclosed at Annexure-IX to Volume-IA and the same will be signed within **30 (thirty) days** of issue of NOA.

**Imp: Following documents to be furnished as per the time period indicated elsewhere in the NOA.**

**(a) Performance BG should be furnished: First.**

**(b) Signing of contract agreement: Second**

**15.0 MOBILIZATION ADVANCE:-** Refer Cl. No. 8 of SCC.

**15.1 Ten percent (10%) of the Ex-works price component shall be paid as an initial advance on presentation of the following:**

Acceptance of the Letter of Award by the Contractor.

Contractor's detailed proforma invoice for claiming mobilisation advance.

An unconditional & irrevocable advance payment Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for the equivalent amount of advance in accordance with the provisions of Clause 34.7.1(i) (b), Section GCC, Volume– I and as per Performa attached with Section-Annex. Of Volume-I (Conditions of Contract). 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.

On progressive payment to the EPC contractor, the advance taken shall be recovered proportionately from the bill and after such adjustment the contractor shall furnish the reduced amount BG against the outstanding advance payment in four stages.

(d) An unconditional & irrevocable Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for 10% of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 41.0, Section INB and Clause 11.0 below and as proforma attached with Section-Annex. of Volume-I (Conditions of Contract).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 (Project completion schedule is enclosed).
- 15.2** All advance payment shall be, interest bearing and recovery of advance along with the interest component on the advance amount shall be as under:  
**(a)** All advance payment made shall be recovered progressively from each running bill of the contractor @10% of each bill value.  
**(b)** The amount of interest to be recovered from a particular bill shall be calculated @10% per annum on the value of advance corresponding to the % age of total progressive payment being released. The period for which, the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment of the expiry of stipulated time frame for release of such progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.
- 16.0** **LICENSE: Refer Clause No. 34 of SCC.**  
**(a) PROJECT LICENSE:** Contractor has to obtain project license in respect of the projects from the competent authority at his own cost, prior to commencement of works.  
**(b) ELECTRICAL LICENSE:** All electrical jobs shall be carried out only through contractors possessing valid licenses from Odisha State, except in the case of packages / turnkey jobs where electrical jobs may be sub-contracted by the Main Contractor. In all such cases, the Main contractor shall get the work executed only through agencies having such valid licenses.
- 17.0** **INDEMNITY BOND: Ref CI No. 14 of SCC:**  
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 proforma at Annexure –VIII, Conditions of Contract, Vol.-I in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the full value of the materials. This INDEMNITY BOND shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of completion of the project, testing, commissioning and handing over of the Project to owner.
- 18.0** **POWER, WATER & COMMUNICATION: Refer CI No. 16 of SCC**  
The Contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction / erection of equipment and line at his own cost.
- 19.0** **LAND FOR CONTRACTOR'S OFFICE, STORE,WORKSHOP Etc. : Ref CI No.17 of SCC.**  
The Contractor shall make his own arrangements for land for construction of his field office, workshop, stores, locations, assembling yard, etc. as required for execution of the Contract at his own cost.



**20.0** You have to accept the techno commercial specification of OPTCL unconditionally without any deviation and shall furnish an undertaking that you will execute the work as per the schedule of quantities (including missed out/unquoted items & without any additional financial burden to OPTCL & supply the equipment/materials as per OPTCL approved makes/vendors).

**21.0 PENALTY FOR DELAY IN COMPLETION: REF CL. NO.12.0 OF SCC:**

In lieu of Penalty as specified in Clause No.14 of GCC, Vol-1A the following shall apply. If the contractor fails to perform the work within the specified period given in the contract or any extension granted thereof, with respect to successful completion of testing and commissioning of sub-station & Transmission line, the contractor shall pay to Odisha Power Transmission Corporation Ltd as penalty, a sum of half percent (0.5%) of the contract price for each calendar week of delay or part thereof. However, the amount of penalty for the contract shall be limited to a maximum of five percent (5%) of the total contract price except for spares. The maximum limit of penalty for spares shall be ten percent (10%).

**22.0 GUARANTEE:-** This Clause shall be governed as per Clause No. 15 of GTCC of this Bid Document as indicated under Reference.

**23.0 INSURANCE:-** The contractor shall arrange insurance coverage for the OPTCL materials at his custody and line/substation under execution as per the conditions laid down in the relevant clause of the technical specification, till final handing over of the project to OPTCL. Refer the Clause No. 38.0 Section-GCC, Vol-IA & Clause No. 15 of SCC of Vol-IA.

**24.0 PAYMENT DUE FROM THE CONTRACTOR:-** All costs or damages for which the contractor is liable to the purchaser will be deducted by the purchaser from any money due to the contractor under the contract.

**25.0 JURISDICTION OF THE HIGH COURT OF ODISHA:-** Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of the High Court of Odisha extends.

**26.0 CONTRACTORS RESPONSIBILITY:-** Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the line / substation by OPTCL, the ultimate responsibility for satisfactory performance of the line / substation shall rest with the contractor.

**27.0 NON-ASSIGNMENTS:-** The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of OPTCL.

**28.0 CERTIFICATES NOT TO AFFECT RIGHTS OF OPTCL:-** The issuance of any certificate by OPTCL or any extension of time granted by OPTCL shall not prejudice the rights of OPTCL in terms of the contract nor shall this relieve the contractor of his obligations for due performance of the contract.

**29.0 SETTLEMENT OF DISPUTES:- (REF CL NO. 48 OF GCC)**

**29.1** Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by OPTCL provided a written appeal by the contractor is made to OPTCL. The decision of OPTCL shall be final to the parties hereto.

**29.2** Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by Arbitration as provided in this contract.

**30.0 ARBITRATION :- ( REF CL NO. 49 OF GCC)**

**30.1** If at any time any question, dispute or difference whatsoever arises between the OPTCL and the contractor, upon or in relation to or in connection with this contract, either party may forthwith give to the other a notice in writing of the existence of such question, disputes or difference and the same shall be referred to the adjudication of three arbitrators, one to be nominated by OPTCL, the other by the contractor and the third by the President of the Institution of Engineers, India. If either of the parties fails to appoint its arbitrator, within sixty (60) days after receipt of notice for the appointment of its arbitrator then the President of the Institution of Engineers, India shall have the power at the request of either of the parties to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties.

**30.2** The arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1940 or any statutory modification thereof and shall be held at Bhubaneswar in the State of Odisha. The decision of the majority of Arbitrators shall be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the Arbitrators.

**30.3** Performance under the contract shall, if reasonably possible, continue during the arbitration proceedings and payments due to the contractor by OPTCL shall not be withheld unless they are the subject matter of the arbitration proceedings.

**31.0 LAWS GOVERNING CONTRACT:-** The Contract shall be constructed according to and subject to the Laws of India and jurisdiction of the Courts of Odisha.

**32.0 LANGUAGE AND MEASURES:-** All documents pertaining to the contract including specifications, schedules, notices, correspondence, operating and maintenance instruction, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

**33.0 CORRESPONDENCE:-**

- 33.1** Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorized local representative of the contractor and copy by post to the contractor's principal place of business.
- 33.2** Any notice to OPTCL shall be served to the **Sr. General Manager [C.P.C.]** Odisha Power Transmission Corporation Ltd., Bhubaneswar-751022 (Odisha) in the same manner.
- 34.0** **SECRECY:-** The contractor shall treat the details of the specification and other documents as private, confidential and they shall not be reproduced without written authorization from OPTCL.
- 35.0** **PROJECT LICENSE:-** You have to furnish the Project License for execution of the above mentioned work from the Chief Electrical Inspector, Govt. of Odisha ,before commencing work on the project/furnish documents proving that you have applied for the project license with **C.E.I, Odisha**.
- 36.0** **INSPECTION BY STATUTORY AUTHORITY:-** You have to arrange the final inspection by the statutory authority including deposit of all fees after completion of the work, before handing over the project to OPTCL.
- 37.0** **FORCE MAJEURE:-** This Clause shall be governed as per Clause No. 42 of GTCC of this Bidding Document No. : .....
- 38.0** **RECONCILIATION OF ACCOUNTS:-** This shall be governed as per Clause No. 50 of GTCC of this Bidding Document No. ....
- 39.0** ALL OTHER TERMS AND CONDITIONS OF TENDER SPECIFICATION BID DOCUMENT NO: .....IN ADDITION TO THE ABOVE CLAUSES SHALL ALSO HOLD GOOD FOR THE ABOVE PACKAGE- .....for Supply of equipment/ materials and completion of facility for Sub-stations, Transmission Lines and associated system at.....
- 40.0: OTHER CONDITIONS:**
- 40.1:** You have not taken any deviation to Technical and Commercial Portion of **OPTCL's** Bidding Documents and their corrigendum/amendments/errata. Any deviation/variation/exception found anywhere in the bid submitted by **you** , to the terms & conditions of **OPTCL's** Bidding Documents, stands withdrawn without any financial implication to **OPTCL**.
- 40.2:** The price quoted in Schedule-2B (for Sub-station and Line) is **Inclusive** of Service Tax while in Schedule-2C (Sub-station and Line) it is **Excluding** Service tax.
- 40.3:** All the materials/equipment pertaining to this work is bought out. The Mode of transaction of all items shall be **Bought-Out** and type tested as per technical specification, latest type test report shall be submitted during detail Engineering. The price quoted is inclusive of all taxes and duties except entry tax as per bidding document.
- 40.4:** You have to furnish the organization chart of Design/Engg., Field Organization QA Organization and JV Organization for this project shall be submitted to **OPTCL** in case of award.
- 40.5:** You have submitted GTP for some of the equipment. GTPs for all the items shall be finalized by **OPTCL** at the time of detailed Engineering based on the equipment to be procured from manufactures as specified in the technical specification.

**41.0**

- (i) We have also notified to you vide our **NOTIFICATION OF AWARD** No. \_\_\_\_\_ Dated \_\_\_\_\_ for award of another **NOTIFICATION OF AWARD** on you for the work of Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, storage cum Erection Insurance, testing and commissioning including performance testing, completion of facility, Guarantee, Testing and handing over to OPTCL of the equipment / materials for Sub-station, Transmission Line and associated system at ..... of Odisha against Package: ..... as per Specification/Bid document No.:..... (Here in after referred to as '**Second Contract**').
- (ii) You shall also be fully responsible for the works to be executed under the '**Second Contract**' and it is expressly understood and agreed by you that any breach under the '**Second Contract**' shall automatically be deemed as a breach of this '**First Contract**' and vice-versa and any such breach or occurrence or default giving us a right to terminate the '**Second Contract**' and/or recover damages there under, shall give us an absolute right to terminate this Contract and/or recover damages under this '**First Contract**' as well and vice-versa.
- (iii) However, such breach or default or occurrence in the '**Second Contract**' shall not automatically relieve you of any of your responsibility /obligations under this '**First Contract**'. It is also expressly understood and agreed by you that the equipment /materials to be supplied by you under this '**First Contract**' when installed and commissioned under the '**Second Contract**' shall give satisfactory performance in accordance with the provisions of the Contract.

This **NOTIFICATION OF AWARD** for **Supply** of equipment/materials and completion of facility for Sub-station, Transmission Line and associated system at .....Of Odisha against Package:..... as per Specification/Bid document No:-..... are being issued to you in duplicate. We request you to return the duplicate copy duly signed and stamped on each page, by the authorized signatory of your company as a token of your acknowledgment and confirmation.

You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the bidding Documents, on non-judicial stamp paper of appropriate value within 30 days from the date of this Notification of Award.

The detail price schedule for supply of materials/equipment for Sub-Stations and Transmission lines is enclosed.

Please complete all the formalities and give your unconditional acceptance to the NOA within 15 (fifteen) days from the issue of this NOA for taking further necessary action at this end.

Please take the necessary action to commence the work and confirm action.

Encl : As above.  
**Limited**

**Odisha Power Transmission Corporation**

(Authorized Signatory)

- (iii) **Note** :All the Bank Guarantee for advance payment and contract performance guarantee shall be submitted on Non-Judicial Stamp Paper as per Odisha Stamp Act, i.e. Rupees .....

## ANNEXURE – XXVI

### PERFORMA OF ‘NOTIFICATION OF AWARD OF CONTRACT’ FOR ERECTION CONTRACT

Ref. No. :

Date :

LOA / NOA NO: .....

To,.....  
.....  
.....

#### ‘NOTIFICATION OF AWARD FOR ERECTION CONTRACT OF EQUIPMENT /MATERIALS’ (Second Contract)

**Sub: Notification of Award of Second Contract for Installation (ERECTION) including “Design, Engineering, Supply, Erection, Testing & Commissioning of ..... on turnkey basis” in the State of Odisha and associated system *as per Tender Notice No. .... & Specification No* .....**

**Scope of works are as indicated below:-**

**(A) SUB-STATION & TRANSMISSION LINE:**

**(I) SUB-STATION**  
.....

**(B) TRANSMISSION LINE:**  
.....

#### **BROAD SCOPE:**

| PACK<br>AGE<br>NO. | NAME OF THE<br>SUB-<br>STATION (S) &<br>ASSOCIATED<br>TRANSMISSIO<br>N LINE | TRANSFORME<br>R<br>CAPACITY<br>(OPTCL'S<br>SCOPE) | NO OF BAYS IN DHAMARA SUB-<br>STATION |           |          |                            | TYPE OF LINE & LINE<br>LENGTH (IN KMs) |
|--------------------|---|---|---------------------------------------|-----------|----------|----------------------------|--|
|                    |   |   | 220<br>KV                             | 132<br>KV | 33<br>KV | SPARE<br><i>UNEQUIPPED</i> |  |
|                    |   |   |                                       |           |          |                            | 220 & 132 KV LINE                      |
|                    |   |   |                                       |           |          |                            |  |
|                    |   |   |                                       |           |          |                            |  |

#### **(I) SUB-STATION:**

(a) Supply and installation of equipment as per BPS (including all civil works). Unequipped bays as suggested with required column foundations, supply & erection of structures ,site surfacing (metal spreading), earth mat laying, bus extension etc are to be considered. There shall be no equipment foundations for the unequipped bays. Supply of mandatory spares as per BPS.

(b) Testing and commissioning of Substation & accessories.

- (c) Handing over of the completed system to the Owner.
- (d) Satisfactory conclusion of the Contract.
- (e) Installation of PLCC indoor equipment (owner supply item) at both the end of the sub-station

**(II) TRANSMISSION LINE:**

- (a) Transmission Line route survey of entire stretch, Settlement of all issues related to right of Way and laying of line (including all civil works).
- (b) Testing and commissioning of Transmission Line & accessories.
- (c) Handing over of the completed system to the Owner
- (d) Satisfactory conclusion of the Contract.

The above works are to be carried out as per Specification/Bid documents No: **Specification No.** .....

**Ref: This has reference to the following:**

- (i) Our Invitation for Bids (DCB) No: ..... Dated .....
- (ii) Bidding Documents for the subject package issued to you. Spec No....., comprising the followings.

**(a) Common Document:**

- (1) **BIDDING INSTRUCTIONS** (Section: INV & INB (Vol-I)).
- (2) General Conditions of Contract–Section-GCC (Vol-IA).
- (3) Erection Conditions of Contract-Section-ECC (Vol-IA).
- (4) Special Conditions of Contract (Vol-IA).
- (5) Technical Specifications & General Technical Conditions (Vol-II).

**(b) Package Specific Document** for the ..... Package:

- (6) Technical Data Sheets & Scope of work (Vol-IIA).
- (7) Bid Proposal sheet and Price Schedules (Vol-IB).

- (iii) Different corrigendum/clarification issued from time to time duly uploaded in OPTCL web site.
- (iv) Your Proposal for the subject package submitted as ..... vide your proposal ref no. ....
- (v) This office letter No. ....
- (vi) Your letter No.....
- (vii) We confirm having accepted your proposal submitted ..... vide your proposal ref no. ...., read in conjunction with all the specifications, terms & conditions of the Bidding Documents and award on you the **NOTIFICATION OF AWARD** for the work of Design, Engineering, Supply, Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, storage cum Erection Insurance, testing and commissioning including performance testing, completion of facility, Guarantee, Testing and handing over to OPTCL of the equipment / materials for Sub-station, Transmission Line and associated system at ..... of Odisha against Package ..... (.....) as per Specification/Bid document no : ..... (herein after referred to as '**Second Contract**').

**Dear Sirs,**

**1.0** With reference to the above, Odisha Power Transmission Corporation limited is hereby pleased to place this **NOTIFICATION OF AWARD** on you for **Erection of electrical equipment and materials, including all civil foundation works, testing & commissioning** for “Design, Civil Works, Testing, Commissioning and completion of facility for Construction of ..... on turnkey basis” in the State of Odisha and associated system **as per Tender Specification No. :** ..... at a total Cost of **Rs..... (Rupees ..... only)** (after arithmetical corrections, discount offered, including taxes & duties (except service & entry taxes) as per the following break up:

**(B) SECOND CONTRACT (ERECTION PORTION):**

| SI No | Description                                | Amount (INR) |
|-------|--|--------------|
|       | <b>SECOND CONTRACT (ERECTION PORTION)</b>  |              |
| 1     | Electrical Work Charges. (2C SS & 2C LINE) |              |
| 2.    | Civil works Charges. (2C SS & 2C LINE)     |              |
| 3.    | <b>Total (1 + 2)</b>                       | .            |

**Total (R/O):Rs..... (Rupees ..... only)**

The above price is inclusive of all taxes and duties, cess and levies except Service Tax, which shall be paid extra as applicable against production of documentary evidence.

**2.0 NATURE OF PRICE:** -The above prices are subject to provision of price variation/adjustment as per bidding condition Clause No. 5 of SCC-Vol-IA of Tender document.

(\* ) SCC- Vol-IA, CI No.: 5, PRICE ADJUSTMENT FOR TRANSMISSION LINE, SUB-STATION & **ACSR CONDUCTORS**.

**3.0 APPLICABLE TAXES:-**

(i) The above price as per bidding condition is inclusive of all taxes and duties and levies except service tax.

(ii) **Service Tax:** -Service tax shall be paid extra as applicable against production of documentary evidence.

(iii) **PAN No.:** -You have to furnish the PAN of your firm as required under IT Act before execution of the above order.

(iv) **TDS on IT:** IT shall be deducted from your bills as applicable from time to time (The present rate being @ 2%).

(v) **WORK CONTRACT TAX or VAT:** WCT shall be deducted from your bills as applicable from time to time (the present rate being @4%).

(vi) **Building & other construction workers welfare Cess:** Shall be deducted from bills as applicable from time to time (the present rate being @1%)

**4.0 QUANTITY VARIATION :( Refer Cl. 9.0 of SCC)**

(i) The quantity of all equipment/materials given in the Bid Proposal Sheets, Volume-IB of the bidding documents are provisional. The total variation in quantity shall be unlimited. The Contractor shall be responsible for supply and execution of

such extra quantities for completion of the entire work under their scope and they shall be paid for such extra quantities at the unit rate indicated in the NOA. However, payment shall be made after approval of the extra quantity executed, by the competent authority.

(ii) Where valid type test certificate of materials during last five years are available OPTCL shall not insist for further type test.

**5.0 PAYMENT: - Refer Cl. No.34 of GT&CC &**

**5.1 TERMS OF PAYMENT: - Refer Cl. No. 8 of SCC.**

**Payment for Erection and commissioning work:**

(i) 90% cost of erection shall be paid as running bill within 30 days on production of the bill to the engineer in charge on verification thereof after completion of erection work , testing and commissioning of the respective items and on certification of the same by the owner.

(ii) Balance 10% cost of the erection shall be paid only after satisfactory commissioning of the project and handing over to OPTCL.

The details of the terms of payment for Erection Contract for (a) Construction of Control Room Building,(b) Construction of Colony Quarters & (c) Construction of Boundary Wall are as indicated below.

**A) Construction of Switch yard Building {Control room Building: (double Storied)}**

| SI No.     | Description of Stages                     | Payment Terms  |
|------------|---|--|
| 1          | <b>RCC as per Contract:</b>               |  |
| <b>1.1</b> | <b>Ground Floor</b>                       | <b>(60% of quoted price)</b>                           |
| '1.1.1     | Up to plinth level                        | 15% of 60% of quoted price i.e. 9% of the total value  |
| '1.1.2     | Up to lintel level                        | 30% of 60% of quoted price i.e. 18% of the total value |
| '1.1.3     | After roof casting                        | 55% of 60% of quoted price i.e. 33% of the total value |
| '1.1.4     | First Floor                               | (40% of quoted price)                                  |
| '1.1.5     | (1) Up to lintel level                    | 35% of 40% of quoted price i.e. 14% of the total value |
| '1.1.6     | (2) After roof casting                    | 65% of 40% of quoted price i.e. 26% of the total value |
| <b>2</b>   | <b>Brick masonry work as per contract</b> |  |
| 2.1        | (1) Ground Floor                          | 60% of the quoted price                                |
| 2.2        | (2) First Floor                           | 40% of the quoted price                                |
| <b>3</b>   | <b>Flooring as per Contract</b>           |  |
| 3.1        | (1) Ground Floor                          | 55% of the quoted price                                |
| 3.2        | (2) First Floor                           | 45% of the quoted price                                |



**B) Construction of Colony Quarters:**

| SI No.     | Description of Stages           | Payment Terms   |
|------------|---------------------------------|---|
| 1          | <b>'D'-type as per contract</b> |   |
| 1.2        | Up to plinth level              | 10% of the quoted price                                   |
| 1.2        | After brick work                | 15% of the quoted price                                   |
| 1.3        | After roof casting              | 30% of the quoted price                                   |
| 1.4        | After complete in Full shape    | 45% of the quoted price                                   |
| 2          | <b>'E' type as per contract</b> |   |
| <b>2.1</b> | <b>Ground Floor</b>             | <b>(60 % of quoted price)</b>                             |
| '2.1.1     | Up to plinth level              | 10% of 60% of the quoted price i.e. 6% of the total price |
| '2.1.2     | After brick work                | 15% of 60% of the quoted price i.e. 9% of the total price |
| '2.1.3     | After roof casting              | 30% of 60% of the quoted price i.e.18% of the total price |
| '2.1.4     | After complete in Full shape    | 45% of 60% of the quoted price i.e.27% of the total price |
| <b>2.2</b> | <b>First Floor</b>              | <b>(40% of the quoted price)</b>                          |
| '2.2.1     | Up to lintel level              | 15% of 40% of the quoted price i.e. 6% of the total price |
| '2.2.2     | After roof casting              | 30% of 40% of the quoted price i.e.12% of the total price |
| '2.2.3     | After complete in Full shape    | 55% of 40% of the quoted price i.e.22% of the total price |

**(C) Construction of Boundary Wall:**

| SI No. | Description of Stages                  | Payment Terms   |
|--------|--|---|
| 1      | Excavation & bed Concrete & Foundation | 20% of the quoted price pile foundation with grade beam |
| 2      | Brick Work                             | 30% of the quoted price                                 |
| 3      | Plastering                             | 20% of the quoted price                                 |
| 4      | After complete in full shape           | 30% of the quoted price                                 |

**6.0 SOLVING OF ROW – TREE & PLANT COMPENSATION:** Refer CI NO. 35.0 of SCC. The contractor shall have to solve the entire Right of Way problem at his own cost if any.

**7.0 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.

**8.0 INCENTIVE: Refer Clause No.32.0 of SCC:**

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

**9.0 COMPLETION PERIOD:** - Actual completion period of the project is ..... months from the date of issue of the NOA. However you are requested to put all possible effort to complete the work before scheduled completion (.....months) time, preferably within ..... months from the date of award of NOA. Submit the detailed work schedule accordingly. **(Refer Vol-IA/SCC/CI No. 10).**

**9.1** The Bidder shall include in his proposal his programme for furnishing and erecting the equipment covered under the package. The programme shall be in the form of a bar chart / master network identifying key phases in various areas of total work like procurement of raw material / bought out items/components, manufacturing, type testing , supply of materials and field activities such as foundation, erection, stringing etc. and testing & commissioning of the transmission line and transformers so as to achieve testing & commissioning of all equipment/materials under this Package within .....(.....) months from the date of letter of Award/NOA.

**9.2** The schedule shall be reckoned from the date of issue of Letter of Award/NOA, Within 15 (fifteen) days of issuance of Letter of Award/NOA, Contractor shall submit Bar Chart/ PERT Network conforming to the delivery/erection dates mentioned in Letter of Award/ NOA for review and approval. After approval of Bar Chart/PERT Network, one reproducible with sufficient number of prints as desired by Odisha Power Transmission Corporation Ltd., shall be submitted.

**THE BAR CHART/ PERT NETWORK WILL BE THE PART OF THE CONTRACT AGREEMENT.**

**9.3** The provision of Penalties leviable in case of delay in completion pursuant to Clause 12.0 of SCC-Vol-IA shall become effective after the period mentioned above for successful completion of testing and commissioning.

**10.0 NODAL cum PAYING OFFICER:-** For the purpose of this NOA, AGM, EHT (Construction) Division, ..... ,**OPTCL** for this project- ..... & associated system under whom the Sub-stations & its associated Transmission lines works are being executed, shall be the Nodal cum Paying Officer.

**11.0 CONSIGNEE:- S.D.O., EHT[C] Sub-Division, of the respective Grid S/S shall be the consignee for the above work.**

**12.0 CONTRACT PERFORMANCE GUARANTEE:-** Refer CI No.41 of INB. As a Contract Performance Security, you,shall be required to furnish a Performance Guarantee from any Bank as per **Annexure – XV** to Volume-IA, in the form attached as Annexure –II to Volume-IA in favour of the Odisha Power Transmission

Corporation Ltd. The guarantee amount shall be equal to 10% of the Contract Price (**Erection portion only**) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. This performance guarantee shall be valid upto 90 days after the end of Guarantee Period.

**The contractor shall furnish the Contract Performance BG in the prescribed form within 30 days of Notification of Award.( Clause No. 11 of SCC, Vol-IA).**

**Remarks: For JV another 1% Contract Performance BG.**

**13.0 SIGNING OF CONTRACT:** Refer Cl. No.40.0 of INB: You will prepare the Contract Agreement as per the proforma enclosed at Annexure-IX to Volume-IA and the same will be signed within 30 (Thirty) days of issue of NOA.

**Imp: Following documents to be furnished as per the time period indicated elsewhere in the NOA.**

**1.Performance BG should be furnished: First.**

**2. Signing of contract agreement: Second**

**14.0 MOBILIZATION ADVANCE:- Refer Cl. No. 8 of SCC.**

**14.1 Ten percent (10%) of the Ex-works price component shall be paid as an initial advance on presentation of the following:**

Acceptance of the Letter of Award by the Contractor.

Contractor's detailed proforma invoice for claiming mobilisation advance.

An unconditional & irrevocable advance payment Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for the equivalent amount of advance in accordance with the provisions of Clause 34.7.1 (i) (b), Section – GCC, Volume– I and as per Performa attached with Section-Annex. Of Volume-I (Conditions of Contract). 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.

On progressive payment to the EPC contractor, the advance taken shall be recovered proportionately from the bill and after such adjustment the contractor shall furnish the reduced amount BG against the outstanding advance payment in four stages.

An unconditional & irrevocable Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for 10% of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 41.0, Section INB and Clause 11.0 below and as proforma attached with Section-Annex. of Volume-I (Conditions of Contract). 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.

Detailed PERT Network / Bar Chart and its approval by the Owner.(Project completion schedule enclosed).

**14.2** All advance payment shall be interest bearing and recovery of advance along with the interest component on the advance amount shall be as under:

(a) All advance payment made shall be recovered progressively from each running bill of the contractor @10% of each bill value.

(b) The amount of interest to be recovered from a particular bill shall be calculated @ 10% per annum on the value of advance corresponding to the % age of total progressive payment being released. The period for which, the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment of the expiry of stipulated time frame for release of such progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.

**15.0 LICENSE: Refer Clause No. 34 of SCC.**

(a) **PROJECT LICENSE:** Contractor has to obtain project license in respect of the projects from the competent authority at his own cost, prior to commencement of works.

(b) **ELECTRICAL LICENSE:** All electrical jobs shall be carried out only through contractors possessing valid licenses from Odisha State, except in the case of packages / turnkey jobs where electrical jobs may be sub-contracted by the Main Contractor. In all such cases, the Main contractor shall get the work executed only through agencies having such valid licenses.

**16.0 INDEMNITY BOND: Ref CI No. 14 of SCC:**

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 proforma at Annexure –VIII, Conditions of Contract, Vol.-I in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the full value of the materials. This INDEMNITY BOND shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of completion of the project, testing, commissioning and handing over of the Project to owner.

**17.0 POWER, WATER & COMMUNICATION: Refer CI No. 16 of SCC**

The Contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction / erection of equipment and line at his own cost.

**18.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP Etc. : Ref CI No.17 of SCC.**

The Contractor shall make his own arrangements for land for construction of his field office, workshop, stores, locations, assembling yard, etc. as required for execution of the Contract at his own cost.

**19.0** You have to accept the techno commercial specification of OPTCL unconditionally without any deviation and shall furnish an undertaking that you will execute the work as per the schedule of quantities (including missed out/unquoted

items & without any additional financial burden to OPTCL & supply the equipment/materials as per OPTCL approved makes/vendors).

**20.0 PENALTY FOR DELAY IN COMPLETION:REF CL. NO.12.0 OF SCC:**

In lieu of Penalty as specified in Clause No.14 of GCC, Vol-1A the following shall apply. If the contractor fails to perform the work within the specified period given in the contract or any extension granted thereof, with respect to successful completion of testing and commissioning of sub-station & Transmission line, the contractor shall pay to Odisha Power Transmission Corporation Ltd as penalty, a sum of half percent (0.5%) of the contract price for each calendar week of delay or part thereof. However, the amount of penalty for the contract shall be limited to a maximum of five percent (5%) of the total contract price except for spares. The maximum limit of penalty for spares shall be ten percent (10%).

**21.0 GUARANTEE:-** This Clause shall be governed as per Clause No. 15 of GTCC of this Bid Document.

**22.0 INSURANCE:-** The contractor shall arrange insurance coverage for the OPTCL materials at his custody and line/substation under execution as per the conditions laid down in the relevant clause of the technical specification, till final handing over of the project to OPTCL. **Refer the Clause No. 38.0 Section- GCC, Vol-IA & Clause No. 15 of SCC of Vol-IA.**

**23.0 PAYMENT DUE FROM THE CONTRACTOR:-** All costs or damages for which the contractor is liable to the purchaser will be deducted by the purchaser from any money due to the contractor under the contract.

**24.0 JURISDICTION OF THE HIGH COURT OF ODISHA:-** Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of the High Court of Odisha extends.

**25.0 CONTRACTORS RESPONSIBILITY:-** Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the line / substation by OPTCL, the ultimate responsibility for satisfactory performance of the line / substation shall rest with the contractor.

**26.0 NON-ASSIGNMENTS:-** The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of OPTCL.

**27.0 CERTIFICATES NOT TO AFFECT RIGHTS OF OPTCL:-** The issuance of any certificate by OPTCL or any extension of time granted by OPTCL shall not prejudice the rights of OPTCL in terms of the contract nor shall this relieve the contractor of his obligations for due performance of the contract.

**28.0 SETTLEMENT OF DISPUTES :- (REF CL NO. 48 OF GCC)**

**28.1** Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by OPTCL provided a written appeal by the contractor is made to OPTCL. The decision of OPTCL shall be final to the parties hereto.

**28.2** Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by Arbitration as provided in this contract.

**29.0 ARBITRATION :-( REF CL NO. 49 OF GCC)**

**29.1** If at any time any question, dispute or difference whatsoever arises between the OPTCL and the contractor, upon or in relation to or in connection with this contract, either party may forthwith give to the other a notice in writing of the existence of such question, disputes or difference and the same shall be referred to the adjudication of three arbitrators, one to be nominated by OPTCL, the other by the contractor and the third by the President of the Institution of Engineers, India. If either of the parties fails to appoint its arbitrator, within sixty (60) days after receipt of notice for the appointment of its arbitrator then the President of the Institution of Engineers, India shall have the power at the request of either of the parties to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties.

**29.2** The arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1940 or any statutory modification thereof and shall be held at Bhubaneswar in the State of Odisha. The decision of the majority of Arbitrators shall be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the Arbitrators.

**29.3** Performance under the contract shall, if reasonably possible, continue during the arbitration proceedings and payments due to the contractor by OPTCL shall not be withheld unless they are the subject matter of the arbitration proceedings.

**30.0 LAWS GOVERNING CONTRACT:-** The Contract shall be constructed according to and subject to the Laws of India and jurisdiction of the Courts of Odisha.

**31.0 LANGUAGE AND MEASURES:-** All documents pertaining to the contract including specifications, schedules, notices, correspondence, operating and maintenance instruction, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

**32.0 CORRESPONDENCE:-**

**32.1** Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorized local representative of the contractor and copy by post to the contractor's principal place of business.

**32.2** Any notice to OPTCL shall be served to the **Sr. General Manager** [C.P.C.] Odisha Power Transmission Corporation Ltd., Bhubaneswar-751022 (Odisha) in the same manner.

- 33.0 SECRECY:-** The contractor shall treat the details of the specification and other documents as private, confidential and they shall not be reproduced without written authorization from OPTCL.
- 34.0 PROJECT LICENSE:-** You have to furnish the Project License for execution of the above mentioned work from the Chief Electrical Inspector, Govt. of Odisha ,before commencing work on the project/furnish documents proving that you have applied for the project license with C.E.I, Odisha.
- 35.0 INSPECTION BY STATUTORY AUTHORITY:** - You have to arrange the final inspection by the statutory authority including deposit of all fees after completion of the work, before handing over the project to OPTCL.
- 36.0 FORCE MAJEURE:-** This Clause shall be governed as per Clause No. 42 of GTCC of this Bidding Document No. : .....
- 37.0 RECONCILIATION OF ACCOUNTS:-** This shall be governed as per Clause No. 50 of GTCC of this Bidding Document No. : .....
- 38.0** ALL OTHER TERMS AND CONDITIONS OF TENDER SPECIFICATION BID DOCUMENT NO: ..... IN ADDITION TO THE ABOVE CLAUSES SHALL ALSO HOLD GOOD FOR THE ABOVE PACKAGE- ..... for Supply of equipment/ materials and completion of facility for Sub-stations, Transmission Lines and associated system at .....
- 39.0: OTHER CONDITIONS:**
- 39.1:** You have not taken any deviation to Technical and Commercial Portion of **OPTCL's** Bidding Documents and their corrigendum/amendments/errata. Any deviation/variation/exception found anywhere in the bid submitted by **you** , to the terms & conditions of **OPTCL's** Bidding Documents, stands withdrawn without any financial implication to **OPTCL**.
- 39.2:** The prices quoted in Schedule-2B (for Sub-station and Line) is **Inclusive** of Service Tax while in Schedule-2C (Sub-station and Line) it is **Excluding** Service tax.
- 39.3:** All the materials/equipment pertaining to this work are bought out. The Mode of transaction of all items shall be **Bought-Out** and type tested as per technical specification, latest type test report shall be submitted during detail Engineering. The price quoted is inclusive of all taxes and duties except octroi and entry tax as per bidding document.
- 39.4:** You have to furnish the organization chart of Design/Engg., Field Organization, QA Organization and JV Organization for this project shall be submitted to **OPTCL** in case of award.
- 39.5:** You have submitted GTP for some of the equipment. GTPs for all the items shall be finalized by **OPTCL** at the time of detailed Engineering based on the equipment to be procured from manufactures as specified in the technical specification.
- 40.0 (i)** We have also notified to you vide our **NOTIFICATION OF AWARD**

**No.**                      **Dated**                      for award of another NOTIFICATION OF AWARD on you for the work of Design, Engineering, Supply, manufacture, shop fabrication, Testing and inspection at manufacturer works, packing forwarding and dispatch from manufacturer's work/place of dispatch of equipment/ materials and Transportation of material/equipment from manufacturers works/place of dispatch to site, local transportation, delivery at site, unloading, handling, inland transit insurance and associated accessories, special tools and tackles for Sub-station, Transmission Line and associated system ..... of Odisha against Package: ..... as per Specification/Bid document No.: -..... (Here in after referred to as '**First Contract**').

(ii) You shall also be fully responsible for the works to be executed under the '**First Contract**' and it is expressly understood and agreed by you that any breach under the '**First Contract**' shall automatically be deemed as a breach of this '**Second Contract**' and vice-versa and any such breach or occurrence or default giving us a right to terminate the '**First contract**' and/or recover damages there under, shall give us an absolute right to terminate this Contract and/or recover damages under this '**Second Contract**' as well and vice-versa.

26.0                      However, such breach or default or occurrence in the '**First Contract**' shall not automatically relieve you of any of your responsibility/obligations under this '**Second Contract**'. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under the '**First Contract**' when installed and commissioned under this '**Second Contract**' shall give satisfactory performance in accordance with the provisions of the Contract.

This NOTIFICATION OF AWARD for **Erection including Civil works** Contract and completion of facility for Sub-station, Transmission Line and associated system at ..... of Odisha against Package: ..... as per Specification/Bid document No:-.....**are** being issued to you in duplicate. We request you to return the duplicate copy duly signed and stamped on each page, by the authorized signatory of your company as a token of your acknowledgment and confirmation.

You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the bidding Documents, on non-judicial stamp paper of appropriate value within 30 days from the date of this Notification of Award.

The detail price schedule for **Erection including Civil works** Contract for Sub-Stations and Transmission line is enclosed.

Please complete all the formalities and give your unconditional acceptance to the NOA within 15 (fifteen) days from the issue of this NOA for taking further necessary action at this end.



Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of  
**Odisha Power Transmission Corporation Limited**  
(Authorized Signatory)

**Encl :** As above.

**Note :**

**Remarks(s):** (i) All the Bank Guarantee for advance payment and contract performance guarantee shall be submitted on Non-Judicial Stamp Paper as per Odisha Stamp Act, i.e. ....

.....

**ANNEXURE:XXVIII**  
**CHECK LIST FOR THE BIDDING DOCUMENTS**

( Bidders are requested to ensure that all the documents as check listed below are enclosed as per the Sl.No. & neatly pages marked.)

Ref:(i) Tender Notice No. **11/2013-14**

(ii)Tender Specification No. **Bid Document No. Sr.GM-CPC-TENDER-LAXMIPUR PACKAGE-11 / 2013-14**

| Sl. No. | Description.  | Page Nos. |    |
|---------|---|-----------|----|
|         |   | From      | To |
| 1       | Page counting for the complete tender document submitted duly signed by the firm & JV partner (if any)  |           |    |
| 2       | Forwarding letter for submission of Bid   |           |    |
| 3       | Original Money Receipt for procurement of the Tender Documents  |           |    |
| 4       | Required ORIGINAL EMD BG with confirmation of the Bank (Invokable Clause & witness signatures must be taken care of )-[Section-Annex.,Vol-IA] |           |    |
| 5       | Form of Power of Attorney for JV /Consortium [Section-Annex.,Vol-IA]  |           |    |
| 6       | Form of JV /Consortium Agreement [Section-Annex.,Vol-IA]  |           |    |
| 7       | Form of Power of Attorney for signing of the tender   |           |    |
| 8       | Up to date Electrical License of the Firm   |           |    |
| 9       | Copies of the Audited financial Accounts for the last three financial years.  |           |    |
| 10      | Documents in support of Financial Qualifying Criteria   |           |    |
| 11      | Documents in support of Technical Qualifying Criteria   |           |    |
| 12      | General Information of the Bidder [Section-Annex.,Vol-IA]   |           |    |
| 13      | Declaration Form [Section-Annex.,Vol-IA]  |           |    |
| 14      | Abstracts of Terms & Conditions [Section-Annex.,Vol-IA]   |           |    |
| 15      | Personnel Capabilities [Section-Annex.,Vol-IA]  |           |    |
| 16      | Equipment Capability [Section-Annex.,Vol-IA]  |           |    |
| 17      | Financial Capabilities [Section-Annex.,Vol-IA]  |           |    |
| 18      | Record of experience [Section-Annex.,Vol-IA]  |           |    |
| 19      | Departure from Technical & Financial Specification [Section-Annex.,Vol-IA]  |           |    |
| 20      | Litigation History [Section-Annex.,Vol-IA]  |           |    |
| 21      | Copy of undertaking submitted with the Price Bid [Section-Annex.,Vol-IA]  |           |    |
| 22      | OFF-LOAD Statement ( with reasons) [Section-Annex.,Vol-IA]  |           |    |
| 23      | Guaranteed Technical Particulars duly filled in, in complete shape. (Volume-IIA)  |           |    |

Date:

(Signature).....

Place:

(Printed Name) .....

(Designation) .....

**(Common Seal)**

## ANNEXURE XXIX

### Format for declaration relating to current contract commitment/works

(As per Tender specification Clause No.30, Bid capacity, Vol-I, the bidders are required to furnish the current contract commitment/works in progress in FIN-No.3 for the ongoing works undertaken by you. Furnish the FIN-No.3 indicating the current commitment with the self undertaking in a non judicial stamp paper worth Rs. 100/- (Rupees One hundred only) that,)

To

The Sr. General Manager,

CPC, OPTCL,

Bhubaneswar.

**“The above declaration relating to current contract commitment/works in progress is true as on date & if any deviation to the declaration is noticed afterwards the bid/the award of the contract is liable for rejection and the EMD BG/Performance BG is liable for encashment. Action as deemed fit may also be initiated by OPTCL”.**

Date:

Place:

(Signature).....

(Printed Name) .....

(Designation) .....

**(Common Seal)**

END OF  
VOLUME – IA