



ଓଡିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ପ୍ରଚାରଣ ନିଗମ ଲିଡ.
ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Registered Office: Janpath, Bhubaneswar-751022

OFFICE OF THE SENIOR GENERAL MANAGER(CPC)

Telephone No.0674-2541801

Fax No.0674-2542964

ADDENDUM NO.- VII DATED 18.05.2019 TO Invitation for Bids NO. IFB No: [CPC/JICA/ICB/03/18-19/]

Reference Identification No: [OPTCL/JICA/PKG-3]

Loan Agreement No: [ID-P245]

Ref: VOLUME-I of III: Bidding Documents (DESIGN BUILD) : Procurement of 400/220/33kV BHADRAK (Ramakrishnapur) S/S (OUT DOOR GIS) in Odisha State of India under Package-3.

The “**Appendix 1 - Terms and Procedures of Payment**” of the Bidding Document (Design Build) was amended vide this office Addendum No.-II dated 05.04.2019. As per decision of BoD, OPTCL, the following clauses of “**Appendix 1 - Terms and Procedures of Payment**” of the Bidding Document (Design Build) is **further amended** to the extent as given below.

SL No.	Page No.	Already Amended clause	Further Amended clause
		Appendix 1. Terms and Procedures of Payment	
1	271	In accordance with the provisions of GC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.	
	271	1. TERMS OF PAYMENT	1. TERMS OF PAYMENT
2		<u>Schedule No. 1. Plant and Equipment Supplied from Abroad</u> In respect of plant and equipment supplied from abroad, the following payments shall be made:	<u>Schedule No. 1. Plant and Equipment Supplied from Abroad</u> In respect of plant and equipment supplied from abroad, the following payments shall be made:
		a. Ten percent (10%) of the total CIP amount as an advance payment shall be made in two equal instalments (5% each) within twenty-one (21) days after receipt of invoice and an	a. Ten percent (10%) of the total CIP amount as an advance payment shall be made in two equal instalments (5% each) within twenty-one (21) days after receipt of invoice and an irrevocable advance

		<p>irrevocable advance payment security for the equivalent amount made out in favor of the Employer en-cashable at Bhubaneswar Branch of the issuing Bank subject to the following;</p> <p>First installment @5%:</p> <ol style="list-style-type: none"> i. Signing of the Contract agreement. ii. Evidence (Rental agreement with land lord) of establishment of Site Office. <p>Second installment @5%:</p> <ol style="list-style-type: none"> i. Placement of Orders for the major equipment defined in the Employers Requirement (Section-VI). <p>All advance payment made shall be recovered proportionately from progressive running bill (from 80% payment) of the contractor with interest @ 1% above LIBOR in case foreign currency and @ 1% above the REPO rate (in case of Indian currency) as applicable on the date of release of advance.</p> <p>Note: In case the bank issuing the bank guarantee is located outside India, it shall have a correspondent bank located in India having branch in Bhubaneswar to make it enforceable. Besides, it shall carry the confirmation of the correspondent Bank located in India.</p>	<p>payment security for the equivalent amount made out in favor of the Employer en-cashable at Bhubaneswar Branch of the issuing Bank subject to the following;</p> <p>First installment @5%:</p> <ol style="list-style-type: none"> iii. Signing of the Contract agreement. iv. Evidence (Rental agreement with land lord) of establishment of Site Office. <p>Second installment @5%:</p> <ol style="list-style-type: none"> ii. Placement of Orders for the major equipment defined in the Employers Requirement (Section-VI). <p>All advance payment made shall be recovered proportionately from progressive running bill (from 70% payment) of the contractor with interest @ 1% above LIBOR in case foreign currency and @ 1% above the REPO rate (in case of Indian currency) as applicable on the date of release of advance.</p> <p>Note: In case the bank issuing the bank guarantee is located outside India, it shall have a correspondent bank located in India having branch in Bhubaneswar to make it enforceable. Besides, it shall carry the confirmation of the correspondent Bank located in India.</p>
3	271-272	<p>b. Eighty percent (80%) of the total or pro rata CIP (Kolkata/Vizag) & final destination amount upon Incoterm "CIP" delivery of Plant and Equipment at Port of Entry-Kolkata/Vizag & final destination within forty-five (45) days after receipt of invoice and documents. Further, if the contractor has not availed the above 10% advance, he has to comply with all the milestones for advance payment (mentioned at a) for 80% payment as per TOP along with the documents as below.</p> <p>The contractor shall send the following documents to the Employer, with a copy to the Insurance Company:</p>	<p>b. Seventy percent (70%) of the total or pro rata CIP (Kolkata/Vizag) & final destination amount upon Incoterm "CIP" delivery of Plant and Equipment at Port of Entry-Kolkata/Vizag & final destination within forty-five (45) days after receipt of invoice and documents. Further, if the contractor has not availed the above 10% advance, he has to comply with all the milestones for advance payment (mentioned at a) for 70% payment as per TOP along with the documents as below.</p> <p>The contractor shall send the following documents to the Employer, with a copy to the Insurance Company:</p>

	<ul style="list-style-type: none"> a. Four copies of the Contractor's GST Tax invoice showing the description of the Plant, Consignee, quantity, unit CIP Price , rate of GST(i.e ISGT or CGST plus OGST) taxable value and total amount. b. Four copies of the certificate issued by the Employer that Liquidated Damages provision is not attracted. Alternatively, either a certificate specifying unit CIP prices payable for each Plant/equipment after accounting for the Liquidated Damages due and recoverable as per contract or a certificate specifying the amount of Liquidated Damages recoverable as per contract. c. Four copies of the Insurance Certificate. d. Four copies of Contractor's certificate that equipment/Plant material with all Components have been delivered, complete in all respects, at site. e. Four copies of Material Receipt Certificate (MRC) for all items as per (d) above from consignee. f. Four copies of supplier's Packing List; g. Four copies of Copy of test certificate approved by the Employer. h. Four copies of Warranty Certificate. i. Four copies of inspection certificate issued by the nominated Officer / Inspection Agency, and the Contractor's factory Inspection report; and j. Four copies of Contractor's certificate of origin. k. Original and three copies of the negotiable clean, on-board bill of lading marked: freight Prepaid and four copies of 	<ul style="list-style-type: none"> a. Four copies of the Contractor's GST Tax invoice showing the description of the Plant, Consignee, quantity, unit CIP Price , rate of GST(i.e IGST or CGST plus OGST) taxable value and total amount. b. Four copies of the certificate issued by the Employer that Liquidated Damages provision is not attracted. Alternatively, either a certificate specifying unit CIP prices payable for each Plant/equipment after accounting for the Liquidated Damages due and recoverable as per contract or a certificate specifying the amount of Liquidated Damages recoverable as per contract. c. Four copies of the Insurance Certificate. d. Four copies of Contractor's certificate that equipment/Plant material with all Components have been delivered, complete in all respects, at site. e. Four copies of Material Receipt Certificate (MRC) for all items as per (d) above from consignee. f. Four copies of supplier's Packing List; g. Four copies of Copy of test certificate approved by the Employer. h. Four copies of Warranty Certificate. i. Four copies of inspection certificate issued by the nominated Officer / Inspection Agency, and the Contractor's factory Inspection report; and j. Four copies of Contractor's certificate of origin. k. Original and three copies of the negotiable clean, on-board bill of lading marked: freight Prepaid and four copies of non-negotiable bill of lading.
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		<p>non-negotiable bill of lading.</p> <p>Note:</p> <ul style="list-style-type: none"> • Upon shipment, the contractor shall notify the Employer and the Insurance Company by e-mail/fax , the full details of the shipment including contact number, description of goods, quantity, the vessel name, the bill of lading number and date, port of loading, date of shipment, port of discharge etc. • Employer shall receive the above documents at least one week before arrival of the goods at the port or place of arrival and, if not received, the contractor will be responsible for any consequent expenses incurred. 	<p>Note:</p> <ul style="list-style-type: none"> • Upon shipment, the contractor shall notify the Employer and the Insurance Company by e-mail/fax , the full details of the shipment including contact number, description of goods, quantity, the vessel name, the bill of lading number and date, port of loading, date of shipment, port of discharge etc. • Employer shall receive the above documents at least one week before arrival of the goods at the port or place of arrival and, if not received, the contractor will be responsible for any consequent expenses incurred.
4		<p>c. Ten percent (10%) of the total or pro rata CIP/ EX-Works amount upon erection of the material at site & certification by Engineer in Charge, within forty-five (45) days after receipt of invoice.</p>	<p>c. Twenty percent (20%) of the total or pro rata CIP/ EX-Works amount upon erection of the material at site & certification by Engineer in Charge, within forty-five (45) days after receipt of invoice.</p>
5		<p>d. Five percent (5%) of the total or pro rata CIP/ EX-Works amount upon issue of the Completion Certificate within forty-five (45) days after receipt of invoice.</p>	<p>d. Five percent (5%) of the total or pro rata CIP/ EX-Works amount upon issue of the Completion Certificate within forty-five (45) days after receipt of invoice.</p>
6		<p>e. Five percent (5%) of the total or pro rata CIP/ EX-Works amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.</p>	<p>e. Five percent (5%) of the total or pro rata CIP/ EX-Works amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.</p>
7	272-273	<p><u>Schedule No. 2. Plant and Equipment Supplied from within the Employer's Country</u></p> <p>In respect of plant and equipment supplied from within the Employer's country, the following payments shall be made:</p> <p>a. Ten percent (10%) of the total EX-Works amount as an advance payment shall be made in two equal instalments (5% each) within twenty-one (21) days after receipt of invoice, and an irrevocable advance payment security for</p>	<p><u>Schedule No. 2. Plant and Equipment Supplied from within the Employer's Country</u></p> <p>In respect of plant and equipment supplied from within the Employer's country, the following payments shall be made:</p> <p>a. Ten percent (10%) of the total EX-Works amount as an advance payment shall be made in two equal instalments (5% each) within twenty-one (21) days after receipt of invoice, and an irrevocable advance payment security for the equivalent</p>

		<p>the equivalent amount made out in favor of the Employer en-cashable at Bhubaneswar Branch of the issuing Bank subject to the following;</p> <p>First installment @5%:</p> <ol style="list-style-type: none"> i. Signing of the Contract agreement. ii. Evidence (Rental agreement with land lord) of establishment of Site Office. <p>Second installation @ 5%</p> <ol style="list-style-type: none"> i. Placement of Orders for the major equipment defined in the Employers Requirement (Section-VI). <p>All advance payment made shall be recovered proportionately from progressive running bill (from 80% payment) of the contractor with interest @ 1% above LIBOR in case foreign currency and @ 1% above the REPO rate (in case of Indian currency) as applicable on the date of release of advance.</p> <p>Note: In case the bank issuing the bank guarantee is located outside India, it shall have a correspondent bank located in India having branch in Bhubaneswar to make it enforceable. Besides, it shall carry the confirmation of the correspondent Bank located in India.</p>	<p>amount made out in favor of the Employer en-cashable at Bhubaneswar Branch of the issuing Bank subject to the following;</p> <p>First installment @5%:</p> <ol style="list-style-type: none"> i. Signing of the Contract agreement. ii. Evidence (Rental agreement with land lord) of establishment of Site Office. <p>Second installation @ 5%</p> <ol style="list-style-type: none"> i.Placement of Orders for the major equipment defined in the Employers Requirement (Section-VI). <p>All advance payment made shall be recovered proportionately from progressive running bill (from 70% payment) of the contractor with interest @ 1% above LIBOR in case foreign currency and @ 1% above the REPO rate (in case of Indian currency) as applicable on the date of release of advance.</p> <p>Note: In case the bank issuing the bank guarantee is located outside India, it shall have a correspondent bank located in India having branch in Bhubaneswar to make it enforceable. Besides, it shall carry the confirmation of the correspondent Bank located in India.</p>
8	273-274	<p>b. Eighty percent (80%) of the total or pro rata EX-Works amount upon Incoterm "EX-Works," upon delivery to the carrier within forty-five (45) days after receipt of invoice and documents. Further, if the contractor has not availed the above 10% advance, he has to comply with all the milestones for advance payment (mentioned at a) for 80% payment as per TOP along with the documents as below.</p> <p>Upon delivery of goods to the transporter, the contractor shall notify the following to the Employer by e-mail/fax.</p> <ol style="list-style-type: none"> i. Four copies of the Contractor's GST Tax invoice showing 	<p>b. Seventy percent (70%) of the total or pro rata EX-Works amount upon Incoterm "EX-Works," upon delivery to the carrier within forty-five (45) days after receipt of invoice and documents. Further, if the contractor has not availed the above 10% advance, he has to comply with all the milestones for advance payment (mentioned at a) for 70% payment as per TOP along with the documents as below.</p> <p>Upon delivery of goods to the transporter, the contractor shall notify the following to the Employer by e-mail/fax.</p> <ol style="list-style-type: none"> i. Four copies of the Contractor's GST Tax invoice showing the description of the Plant, Consignee, quantity, unit ex-works,

		<p>the description of the Plant, Consignee, quantity, unit ex-works, rate of GST(i.e IGST or CGST plus OGST) taxable value and total amount.</p> <ul style="list-style-type: none"> ii. Four copies of the certificate issued by the Project Manager or person designated by him that Liquidated Damages provision is not attracted. Alternatively, either a certificate specifying unit ex-works prices payable for each /Plant/equipment after accounting for the Liquidated Damages due and recoverable as per contract or a certificate specifying the amount of Liquidated Damages recoverable as per contract. iii. Four copies of the Insurance Certificate. iv. Four copies of Contractor's certificate that Plant/equipment with all components has been delivered, complete in all respects, at site. v. Four copies of Material Receipt Certificate (MRC) for all items as per (d) above from consignee; vi. Four copies of Contractor's Packing List. vii. Copy of test certificate approval and Dispatch Instructions issued by the Employer combined or separately. viii. Four copies of Warranty Certificate. ix. Four copies of inspection certificate(release Note) issued by the nominated Officer / Inspection Agency, and the Contractor's factory Inspection report; and x. Four copies of supplier's certificate of origin; <p>Note: Employer shall receive the above documents at least one week before arrival of the goods at site, or place of arrival and, if not received, the contractor will be responsible for any consequent expenses incurred.</p>	<p>rate of GST(i.e IGST or CGST plus OGST) taxable value and total amount.</p> <ul style="list-style-type: none"> ii. Four copies of the certificate issued by the Project Manager or person designated by him that Liquidated Damages provision is not attracted. Alternatively, either a certificate specifying unit ex-works prices payable for each /Plant/equipment after accounting for the Liquidated Damages due and recoverable as per contract or a certificate specifying the amount of Liquidated Damages recoverable as per contract. iii. Four copies of the Insurance Certificate. iv. Four copies of Contractor's certificate that Plant/equipment with all components has been delivered, complete in all respects, at site. v. Four copies of Material Receipt Certificate (MRC) for all items as per (d) above from consignee; vi. Four copies of Contractor's Packing List. vii. Copy of test certificate approval and Dispatch Instructions issued by the Employer combined or separately. viii. Four copies of Warranty Certificate. ix. Four copies of inspection certificate(release Note) issued by the nominated Officer / Inspection Agency, and the Contractor's factory Inspection report; and x. Four copies of supplier's certificate of origin; <p>Note: Employer shall receive the above documents at least one week before arrival of the goods at site, or place of arrival and, if not received, the contractor will be responsible for any consequent expenses incurred.</p>
9	274	c. Ten percent (10%) of the total or pro rata CIP/ EX-Works	c. Twenty percent (20%) of the total or pro rata CIP/ EX-Works

		amount upon erection of the material at site & certification by Engineer in Charge, within forty-five (45) days after receipt of invoice.	amount upon erection of the material at site & certification by Engineer in Charge, within forty-five (45) days after receipt of invoice.
10	274	d. Five percent (5%) of the total or pro rata CIP/ EX-Works amount upon issue of the Completion Certificate , within forty-five (45) days after receipt of invoice.	d. Five percent (5%) of the total or pro rata CIP/ EX-Works amount upon issue of the Completion Certificate , within forty-five (45) days after receipt of invoice.
11		e. Five percent (5%) of the total or pro rata CIP/ EX-Works amount upon issue of the Operational Acceptance Certificate , within forty-five (45) days after receipt of invoice.	e. Five percent (5%) of the total or pro rata CIP/ EX-Works amount upon issue of the Operational Acceptance Certificate , within forty-five (45) days after receipt of invoice.
All other Schedules as amended and terms and conditions of the "Appendix 1 - Terms and Procedures of Payment" of Bidding Document (Design Build) remain un-altered			

All other terms and conditions of the Bidding Document (Design Build) also remain un-altered.


 CHIEF GENERAL MANAGER (CPC)